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REPORTS OF COMMITTEES

OF THE

HOUSE OF REPRESENTATIVES

AND

COURT OF CLAIMS,

MADE DURING THE

THIRD SESSION OF THE THIRTY-SEVENTH CONGRESS.

1862-'63.

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37TH CONGRESS, 3d Session. } HOUSE OF REPRESENTATIVES. { REPORT No. 1.

FRANCIS DAINESE.

[To accompany bill H. R. 622.]

DECEMBER 22, 1862.—Ordered to be printed.

Mr. COX, from the Committee on Foreign Affairs, made the following

REPORT.

The Committee on Foreign Affairs, to whom were referred the papers of Francis Dainese, late consul at Constantinople, praying for an appropriation to settle his draft of December 20, 1852, *for judicial services under the act approved August* 11, 1848, *have had the same under consideration and now report:*

That from the records of the State and Treasury Departments, and the correspondence and other papers relating to this case, published in House Ex. Doc. 82, last session 34th Congress, and appendix, as well as from other papers before the committee and the act above quoted, the following facts are satisfactorily established, namely: That the memorialist held the United States consulate at Constantinople from May 16, 1849, to December 20, 1852, inclusive; that, as consul at said capital, certain judicial duties and responsibilities devolved upon him by said act, and that sec. 18 of the same provides a compensation for said duties and responsibilities, as follows: "That in consideration of the duties herein imposed upon the commissioner, there shall be paid to him, out of the treasury of the United States, annually, the sum of one thousand dollars, in addition to his salary; and there shall also be paid annually to each of said consuls, for a like reason, the sum of one thousand dollars, in addition to consular fees." Sec. 23 further states that, "The word consul shall be understood to mean any person vested by the United States with and exercising the consular authority in any of the five ports in China named in the treaty, or in any port in Turkey." Sec. 24 provides further, "That all such officers shall be responsible for their conduct to the United States and to the laws thereof, not only as diplomatic functionaries and commercial functionaries, but as judicial officers, &c."—(9 Statutes at Large, pages 279 and 280.)

That under the act above quoted he, on the 20th December, 1852, drew on the Secretary of State for his judicial services, and that his draft, being formally presented, payment thereof was declined "only for the want of the necessary appropriation," as the written declaration of the then disbursing agent of the department fully shows;

that thereupon the memorialist applied to Congress for an appropriation; that in reply to inquiries from the Committee on Foreign Affairs to whom the application was referred, the Fifth Auditor says, that "he (the memorialist) has never received the whole or any portion of the sum of one thousand dollars a year, authorized by act of Congress of August 11, 1848, conferring judicial powers on consuls in China and the Ottoman Porte;" that the committee, having considered the application and decided in its favor, offered an amendment therefor to the deficiency bill on the 8th of February, 1854, which was adopted both by the Committee of the Whole and by the House, (see Congressional Globe, 1st session 33d Congress, pages 383, 394,) but that the deficiency bill having subsequently been killed, in consequence of the introduction therein of certain appropriations for the building of custom-houses, the amendment in favor of the memorialist was lost with all the rest. That, subsequently, like amendments were offered by the same committee to the civil and diplomatic bills, one of which was entertained by the House, but failed in the Senate through the intrigue of men then in power, and the other was ruled out of order, the chair deciding that as it is intended to supply a deficiency, *it properly belongs to the deficiency bill*, the debate in the meantime showing that the claim was just and under due authority of law, as will better be seen by the quotation of the following remarks from Mr. Chandler, of Pennsylvania, in answer to Messrs. John Letcher, of Virginia, and S. Houston, of Alabama, who were the memorialist's opponents.—(See Globe, 1st session 33d Congress, pp. 1482–'23.)

Mr. Chandler said: "The compensation of this office is fixed by law at $1,000, and the amendment I have offered only asks appropriation to pay this salary. The Committee on Foreign Relations have examined the subject, and instructed me to report the amendment now under consideration." * * * "But there can be no doubt that while this man was the recognized incumbent of that office, he was entitled to the compensation," &c.—(See Globe, 2d session 33d Congress, pages 872, 873.)

That the petitioner's applications for the appropriation in question were since continued, and that two reports in favor thereof are among the files of the House, now before the committee; one from Mr. J. R. Chandler, of Pennsylvania, the other from Mr. A. Burlingame, of Massachusetts.

After carefully examining this claim, and the circumstances attending it, as well as the law upon it and its construction by Congress in similar cases, the committee are satisfied that the memorialist is justly entitled to the amount of his draft and loss of exchange thereon, and they think that great injustice has been done him by the withholding of his money to this time; they therefore recommend that the appropriation prayed for be now made.

If precedents were necessary by which to strengthen the petitioner's right to it, the committee will refer to the case of D. S. Carr, late minister to Constantinople, who served about that time, and under the act referred to applied to, and received from, Congress his

judicial services by amendment to the general appropriation bill.—(See debate in Congressional Globe, 1st session 32d Congress, pp. 2094–'95, and Stat. at Large, vol. 10, p. 89.) They will refer further to the case of D. S. McCauley, late consul to Egypt, who served also about that time, and under the same act was paid compensation for judicial services.—(See Globe, 1st session 35th Congress, pp. 2264–'65, and 11 Stat. at Large, p. 567.)

It is evident that the same class of duties and responsibilities were alike devolved upon the memorialist as were upon Messrs. Carr and McCauley, and that the merits of their cases and of the present case are exactly alike. They involve duties and responsibilities imposed by the same law, in the same kingdom, and about the same period. Congress, by its action in the above two cases, has determined the course it is in justice bound to pursue in this. To treat this differently would involve an unjust discrimination between public functionaries having the same duties and responsibilities, and be hardly consistent with that equality of all citizens in the view of the government which is the basis of our institutions and the glory of our country.

A restrictive clause in section 18 of the act approved August 31, 1852, (10 Stat. at Large, p. 100,) bars all claims thereafter for extra pay from officers whose compensation reaches the figure of $2,500 per annum; and under that clause claims of that nature for services posterior to the date of that act have been rejected. This claim, however, is not in any way affected by the clause in question: first, because it dates prior to said act; secondly, because the memorialist's annual compensation, as is fully shown by the records already mentioned, including fees, allowances, and every cent he has received to this day, is very far from reaching the amount specified in said restrictive clause; and it may here be added that, even after granting him the amount he now prays for, his whole compensation will, in the aggregate, come to little over half the annual pay actually allowed to our consul at Constantinople, when, on the other hand, it has often been acknowledged by our citizens who visited the Turkish capital during the memorialist's consulship that while there he spared no expense to afford comfort and extend courtesies to his countrymen, and that his compensation was entirely inadequate.

Under these circumstances, the committee recommend the passage of the accompanying bill.

37TH CONGRESS, 3d Session. } HOUSE OF REPRESENTATIVES. { REPORT No. 2.

CHARLES F. STANSBURY.

[To accompany bill H. R. 651.]

JANUARY 6, 1863 —Ordered to be printed.

M.. HALE, from the Committee of Claims, made the following

REPORT:

The Committee of Claims, to whom was referred the memorial of Charles F. Stansbury, beg leave to report:

That it appears from the evidence in the case that Mr. Stansbury, the memorialist, was appointed by the Secretary of the Interior, by commission under his official seal, on the 25th of April, 1851, as agent of the department to proceed to London and keep an account of the Exhibition of the Industry of all Nations then open at that place. This appointment embraced a very wide field, and required him to devote much time and labor not only in the examination of all the numerous and interesting objects in that vast collection, but in the drawings he was directed to make of the various useful and curious articles, both in nature and art, with full and accurate descriptions of the same.

In pursuance of his appointment, Mr. Stansbury proceeded to London, and spent nearly a year in his examinations of the exhibition. After his return he prepared a report, with numerous drawings, which was unquestionably a work of great labor, and for which it would seem he has never received any compensation.

At the time of his appointment he received one thousand dollars, which was intended, and so stated, to defray his actual expenses and such outlays as he might deem necessary and reasonable. In addition to this, his appointment closes with this sentence: "Neither is it expected of you to perform this important work gratuitously, and therefore your actual expenses while thus engaged, and such compensation as your services may reasonably and properly entitle you to, will be allowed."

In consequence of the great length of the report, and the large expense likely to be incurred in preparing the plates and engravings, Congress did not order the printing of the report, but it is now in the office of the *secretary of the Senate,* where it may be examined,

and is conclusive evidence of the great labor and intelligence of the memorialist.

Through some oversight Congress omitted to make any appropriation to pay Mr. Stansbury, and he has consequently been unpaid to this time.

Your committee, believing the claim to be entirely just for a reasonable compensation, have had no difficulty except to ascertain what that amount should be.

After the best examination the committee have been able to give, they believe that two thousand dollars would be reasonable and just, and they therefore submit a bill for that amount.

37TH CONGRESS, 3d Session. } HOUSE OF REPRESENTATIVES. { REPORT No. 3.

RICHARD CHENERY.

[To accompany bill H. R. 653.]

JANUARY 6, 1863.—Ordered to be printed.

Mr. T. G. PHELPS, from the Committee on Indian Affairs, made the following

REPORT.

The Committee on Indian Affairs, to whom the memorial for the relief of Richard Chenery was referred, report:

That this claim is for compensation for one hundred thousand pounsd of beef furnished the United States agents, at eight cents per pound, and by them fed to the Indians on Russian river and Clear lake, in the State of California, in the months of March and May, 1852.

The facts, as set forth in the memorial and accompanying papers, are clearly established, to wit: The Indians at that time were in a very turbulent condition, and it was only with the utmost exertion that an outbreak was prevented. They wanted and demanded to have large supplies of beef furnished them by Colonel McKee, the United States Indian agent, threatening hostilities and plunder on the white settlements if their demands were refused, as they were destitute of food to live upon; they had been removed from their favorite hunting grounds by the commissioner, and demanded the fulfilment of the obligations which the commissioner had entered into on behalf of the government. But Congress had failed to make any appropriations, and the department at Washington had consequently no funds on hand to meet these engagements. Colonel McKee, in view of the circumstances, stated the facts to Mr. Chenery, and solicited him to furnish the one hundred thousand pounds of beef required at that time for the use of the Indians, and to receive in payment his certificate showing the purchase, which certificate, he assured Mr. Chenery, the government would doubtless pay with promptitude. Mr. Chenery furnished the beef accordingly, and accepted the certificate from Colonel McKee, signed by himself as United States Indian agent and United States disbursing agent, which certificate accompanies the memorial, and certifies "that there is due to Mr. Richard Chenery from the United States the sum of eight thousand dollars ($8,000) for one hundred thousand pounds of beef delivered according to contract to George P. Armstrong, temporary Indian agent for the tribes on Russian river and at Clear lake, as per said Armstrong's receipts,

dated March 23, and May 23, 1852, which amount shall be paid to said Chenery, or his order, on return of this certificate, out of the first money that may come to my hand from the Indian department and applicable to such purposes;" signed R. McKee, United States Indian agent, and also disbursing agent for California.

There being no question that the beef, for which compensation is claimed, was furnished to the officers of the government in good faith, and applied successfully to prevent hostilities and a cruel war of extermination between the whites and Indians, in furtherance of the policy adopted by Congress, there can be no question that the government ought to pay for property so applied to public uses, and the committee accordingly report the accompanying bill and recommend its passage.

37TH CONGRESS, 3d Session. } HOUSE OF REPRESENTATIVES. { REPORT No. 4.

THE NAVAL DEFENCES OF THE GREAT LAKES.

JANUARY 8, 1863.—Laid upon the table, and ordered to be printed.

Mr. F. A. CONKLING, from the Committee on Naval Affairs, submitted the following

REPORT.

The Committee on Naval Affairs, to whom was referred the resolution of the House of Representatives instructing said committee to inquire and report "the cheapest, most expeditious, and reliable mode of placing vessels-of-war upon Lake Ontario and the other great lakes, should a necessity for so doing at any time arise; and in case it is deemed necessary for the purpose aforesaid to establish water communication adapted to the passage of vessels-of-war from other waters to the lakes, the committee is instructed to report which one of the various plans suggested will afford. at the least cost, adequate, reliable, and early access of the required kind, together with the reasons of the committee, and the time and cost of completing the work," respectfully submit the following report:

The measures referred to can have relation only to the contingency of a collision with Great Britain, there being no other power so established upon this continent as to endanger our internal commerce or menace our northern frontier. The committee have therefore considered the resolution in its practical bearings upon our need of territorial defence and commercial protection.

The events of the last four months have gone far to unsettle our amicable relations with England. Her government and her governing classes have given us abundant proof of their unfriendly spirit. Conspicuous among the indications of the prevailing feeling in Great Britain, is the building and fitting out in her chief commercial port, of the ocean bandit known as 290, or the Alabama, and allowing her to go forth, in violation as well of international and British law as of the royal proclamation of neutrality, to light up the ocean at midnight with the flames of our whaling and other commercial vessels. When the pirates now building on the Clyde, the Tyne, the Mersey, and the Thames, with the knowledge of the crown, if not with its assent, shall join the Alabama in a career of rapine and devastation against our helpless traders, not sparing, perhaps, the ships laden with the contributions of our people to starving

Lancashire, it may well be that demands for redress cannot longer be deferred. Furthermore, we cannot shut our eyes to the contingency that the recent utterances of the chancellor of the exchequer and other persons of influence in the government may at any moment take form in an avowed effort to assist the rebellion now existing here. In either event the war to ensue would be, to a great extent, a maritime war.

The great lakes would unquestionably become an early theatre of action, and the attempt would be made to command these waters with gunboats and other arms-bearing craft.

The British navy contains many vessels adapted to this purpose, provided they can be made available. They are not, however, iron-clad, or in any sense invulnerable, although their hulls are, for the most part, constructed of iron. Some of them are of the class of the "Trunculo," being schooner-rigged and furnished with screw propellers. Their dimensions are as follows: Length, 126 feet; breadth, 22 feet; depth, 9 feet 6 inches; draught, 8 feet. Their armament consists of one 68-pound gun.

There are others, of the class of the "Nimble," simple propellers, of the following proportions: Length, 150 feet; breadth, 25 feet; depth, 13 feet; draught, 10 feet 3 inches; armament, one 68-pound gun and four 24-pound howitzers.

Besides these armed vessels, there are probably not far from one thousand coasting steamers belonging to the commercial marine of Great Britain, which could be readily transformed into gunboats capable of carrying one gun of the largest calibre. All of them are constructed of iron, strongly built, with flush spar-decks, and having their entire machinery below the water-line. They are equipped with spars and sails, manned and officered by experienced seamen, and need only a gun mounted forward on deck to make them effective war vessels.

A large proportion of these steamers are, it is believed, of a size to pass through the canals around the rapids of the St. Lawrence river, and thus into Lake Ontario. On the other hand, only a small number of them, and these of course the least formidable, could enter the locks of the Welland canal, and pass into Lake Erie and the other upper lakes.

The locks of the canals by which entrance is gained to Lake Ontario are 200 feet long, 45 feet wide, and 9 feet deep, and are capable of passing vessels 186 feet long, 44½ feet beam, and 8½ feet draught.

The locks, however, of the Welland canal—the only passage from Lake Ontario to Lake Erie—are but 150 feet long, 26 feet 6 inches wide, and 10 feet deep, admitting vessels 142 feet long, 26 feet beam, and 9½ feet draught.

The Rideau canal, which extends from Montreal, by way of the Ottawa river, to Kingston, on Lake Ontario, has also been brought to the notice of the committee; but its dimensions are too small to entitle it to serious consideration as a military work.

The navigation of the St. Lawrence river, and of course of its trib-

utary canals, is suspended by ice during nearly six months of the year. The contract of the Montreal Steamship Company with the Canadian government requires vessels to run during twenty-eight weeks in each year to Quebec, and during twenty-four weeks to Portland; but it has been found that twenty-eight weeks is an overmeasure of the season of actual navigation. It need hardly be remarked that during the period of suspended navigation the St. Lawrence and its canals have no existence for military uses. The question then for the House to determine at this point is, how we could best prepare for hostile vessels, should they present themselves in these channels during the milder half of the year; whether we could safely rely upon disputing and preventing their passage, or whether we should make ready to meet them upon the water, vessel to vessel.

All the works through which the river is ascended lie contiguous to our frontier. The canals surmounting the rapids are four in number, and one of them, the Beauharnais, is on the south side of the river, within less than twenty miles of the northern boundary of New York. The locks are numerous, and the destruction, even partially, of any one of them, or of the canals themselves, or the placing of any considerable obstruction in any part of their channels, would, for the time being at least, interpose an effectual barrier to the progress of boats.

The destruction of a lock, or even the removal of the lock gates at the upper terminus of either canal, would, in a few hours, result in a ruinous inundation not only of the locks and banks, but of the whole surrounding region, below. In this respect these works are singularly precarious and exposed. The great fall from one level to another would give enormous destructiveness to injuries easy of infliction, and this remark applies to the Welland canal with more force than to any other. The locks there, leading from Lake Erie to Lake Ontario, descend 328½ feet in 28 miles—a fall greater than that of Niagara—and it is believed that serious breaks in the upper level and at the head would be irreparable and fatal to the structures below.

To arrest the course of upward-bound craft, it would only be necessary to obstruct the channel or to demolish the works at any point, and therefore the committee have not deemed it necessary to ascertain how far the three canals north of the river are exposed to assault from our own side by artillery or otherwise. The Beauharnais canal would doubtless be the inviting point of attack east of Lake Ontario. To that the committee have turned their attention. It is eleven and a half miles long. It has nine locks of from eight to eleven feet lift, making a rise of eighty-two and a half feet. Situated almost within striking distance of our border, the committee think the time would be short, after hostilities began, before its usefulness as a canal would be seriously impaired. A few moments would inflict injury which weeks could not repair, and time could thus be gained sufficient to place a flotilla on Lake Ontario, and effectually to obstruct the channels of the canals and the river at many points by means now thoroughly understood.

Attention may here be called to the fact that the river St. Lawrence is the dividing line between this country and Canada for upwards of one hundred miles, commencing at its head. This distance takes in two of the canals, and extends along the narrowest portion of the river, thus affording peculiar facilities for obstructive and defensive works and operations.

It can hardly be believed that a flotilla of gunboats would be allowed to proceed from England to this continent, and into and through the Gulf of St. Lawrence, without encountering determined resistance. Yet the foregoing considerations are submitted upon the supposition that a floating armament could cross the ocean unexpectedly, and enter the St. Lawrence river unmolested.

In any view of the case that can be taken, the committee are of opinion that no serious apprehension need be entertained that in case of hostilities with Great Britain, she "can pour into the lakes such a fleet of gunboats and other craft as will give her the complete and immediate command of these waters." The suggestion of such an occurrence originated with the London Times, a year ago, in a gasconading article which has since furnished the staple for many essays and speeches. It may well be doubted whether practical men, here or in Canada, have at any times regarded the scheme as worthy of grave discussion, and it is feared that it has been used as a mask for designs purely commercial, and having really nothing to do with any military necessity, actual or fancied.

The committee feel that they would be derelict in duty if they connived, even by silence, at any attempt still further to disquiet the sorrowing people of the loyal States, by parading imaginary dangers or by imposing upon popular credulity, sensational predictions of wide districts wasted and cities ravaged by transatlantic monsters suddenly plunging into our lakes.

The committee have no fear of events so improbably dramatic. Nevertheless, as has been already intimated, with the history of the last war before us, it would be irrational to suppose that during a struggle with England, battles would not take place upon the lakes. The traditional policy of both belligerents, as well as the necessities of their position, would lead them to strive for the mastery of these waters, and hence practical importance attaches to the question presented by the resolution as to "the cheapest, most expeditious, and reliable mode of placing vessels-of-war upon Lake Ontario and the other great lakes."

To decide this question intelligently, it is necessary to determine, if possible, with what manner of vessels the contest would be waged against us, and how expeditiously they could be brought into service. Would our danger be from boats brought from distant waters, or from ponderous structures built upon the spot?

With abundant supplies of timber fit for ship-building immediately at hand, is it reasonable to suppose that a wise and wary adversary would resort, in such a controversy, to dwarfish craft, to be convoyed across the ocean, and to clamber up fifty-six locks, only to be met at last, if they succeeded in reaching their destination, by superior an-

tagonists? On the contrary, is not the presumption irresistible that vessels of great size and power would be constructed at points easy of access by railway and otherwise, and that the steam machinery, cannon, and munitions, as well as the armor to render them impregnable, would be sent from England, as it could be at all seasons of the year?

In this way shot-proof vessels of any size could be rapidly put afloat, and there would be no novelty in the process and nothing impracticable in it.

The consul-general of the United States for the British North American Provinces, Joshua R. Giddings, esq., in response to an inquiry from the committee, writes from Montreal, under date of the 8th December, 1862, as follows: "I know of no reason why iron-clad steamers may not be built at Quebec, Montreal, Kingston, Toronto, and other ports. The Peerless was an iron steamer. Her parts were sent over from Scotland, and set up at Toronto. Several other iron steamers have been sent over and set up at Quebec, and I do not see why the materials for an iron-clad steamer may not be sent over and the ship built at any of these ports."

The engineer-in-chief of the navy, in a communication on this subject, says "there is no difficulty in having all the machinery and all the parts of the iron hull brought from England separately and ready bent, shaped, and punched, to be set up on the shores of the lakes. It is possible to have an armored gunboat ready for service on these lakes in from four to six weeks after the arrival of the parts on the shore. The machinery would be of the simplest high-pressure kind."

The large commercial marine afloat on these waters would likewise be brought into requisition, and the numerous iron and other propellers now engaged in commerce, would be clad in armor brought from England, or forged on the spot, and thus transformed into vessels-of-war. Here, then, is the real danger to which the lakes would be exposed in case of war with our powerful neighbor. Iron-clads of great size and speed would be built and launched, as they could be completed at various points, and we should be summoned to provide ourselves with steamers of at least equal power. We should not be taken unawares, because the earliest warlike preparation, in any Canadian port, would be wafted to our people, and the treaty of 1817 would be virtually at an end. We should, then, be entirely untrammelled in selecting our course. With ship-timber in great abundance and variety, and of superior quality, growing contiguous to the lakes, with iron and coal in exhaustless quantities and close proximity, it would seem that nothing would be needed but to build and equip vessels and to plate and arm those already afloat whenever and wherever the want should arise.

The committee will recur to this subject hereafter, to show the great superiority in the number and size of merchant vessels on the lakes, and in the means of turning them to purposes of war and manning them, with which we should start in such a competition with Great Britain. But, before doing so, it may be proper to con-

sider the objection to be made to this reliance, and the substitutes proposed.

It will be said that it would be improvident to wait for an enemy to begin to arm before arming to meet him, and that we are not at liberty to arm upon the lakes in advance of England, because we are bound by stipulation not to do so. This suggestion has reference to a treaty already referred to, supplementary to the treaty of Ghent, concluded in 1817. It is there stipulated that—

"The naval force to be maintained upon the American lakes by his Majesty and the government of the United States shall henceforth be confined to the following vessels on each side, that is:

"On Lake Ontario to one vessel, not exceeding one hundred tons burden, and armed with one 18-pound cannon.

"On the upper lakes to two vessels, not exceeding like burden each, and armed with like force.

"On the waters of Lake Champlain to one vessel, not exceeding like burden, and armed with like force.

"All other armed vessels on these lakes shall be forthwith dismantled, and no other vessels-of-war shall be there built or armed.

"If either party should be hereafter desirous of annulling this stipulation, and should give notice to that effect to the other party, it shall cease to be binding after the expiration of six months from the date of such notice."

In view of the obligations thus imposed, and in order to secure to the United States equality of naval access to the lakes, various plans have been proposed. The attention of the committee has been directed particularly to methods of introducing war vessels into the lakes from other waters, to be brought into artificial connexion for that purpose. The propositions which have been most laboriously and zealously advocated, and which will claim the largest attention, are as follows:

First. To construct a ship and steamboat canal from Lake Michigan to the Illinois river, and to improve the Illinois river to the Mississippi river; the canal to be 160 feet wide on the bottom, sides protected with stone walls 10 feet high, the canal and river locks to be 350 feet long, and 75 feet wide, with depth of water sufficient to pass steamboats and vessels drawing six feet of water, the canal to be supplied with water from Lake Michigan.

Second. To enlarge the locks of the Erie, Oswego, and Champlain canals sufficiently to admit of the transit of gunboats (iron-clad) from tide water into the upper lakes, Lake Ontario and Lake Champlain.

Bills have been introduced into the House to carry out these objects, and elaborate reports supporting them have been submitted by three several committees, viz: the Committee on Military Affairs, the Committee on Roads and Canals, and the Select Committee on the Defence of the Great Lakes and Rivers.

The following estimates of the cost of construction have been laid before the House:

Michigan and Mississippi canal, and improvement	$13,346,824
Erie and Oswego canal enlargement	3,500,000
Champlain canal enlargement	3,750,000
Total	20,596,824

Admitting these estimates to be correct, and the plan feasible in its different parts, is its adoption demanded by the public exigency, in whole or in part, and is it justifiable, in the present condition of the national finances thus to expend the sum proposed?

Assuming that this mode of defence ought to be adopted, it is not easy to perceive the object to be gained by constructing all of the works. If the proposed access to the lakes is established from the Mississippi river, and if that access can be made, as is claimed, adequate to vessels of sufficient power, it is difficult to see what military necessity or apology there can be for establishing an access to the same lakes from the Atlantic ocean also. Or, to put the case more strongly still, if $3,500,000 will secure access not only to the upper lakes, but to Lake Ontario also, in a given time, how can it be argued on military grounds that upwards of $13,000,000 more should be expended to obtain access in a longer time to the upper lakes alone, excluding Lake Ontario? If it be assumed that in case of war our danger will be from vessels sent across the Atlantic, the claim would seem to be still more bald that we shall need to introduce a flotilla by way of our western waters into that series of lakes, divided by Niagara Falls from the only inland theatre of naval operations accessible to foreign powers.

The resolution directs attention to the question whether, in any view, all of these plans can be required, and the committee are instructed, in case they deem it necessary to establish "water communication" between other waters and the lakes, to report which one of the various plans is preferable to the rest.

The committee do not deem it necessary, for the purposes indicated by the resolution, to open communication between the lakes and any distant waters, and therefore the instruction of the House would be complied with substantially by closing this report without instituting any comparison between the different artificial ship channels proposed. Yet, inasmuch as the object of the resolution is to adduce information, it is unavoidable to present the eastern and the western plan in contrast with each other, so far as a contrast may arise from a statement tending to disprove the necessity of either.

With respect to the Erie and Oswego canals, the proposition is to enlarge the present locks, which are 110 feet long, 18 feet wide, and 7 feet deep, so as to admit impenetrable war vessels 200 feet long and 25 feet wide, with a shot-proof turret, carrying a gun of 15-inch calibre, with a ball of 450 pounds. This would require a length of locks of at least 225 feet and a width of at least 25 feet 6 inches. The proposed alteration in the size of the locks once effected, it is affirmed that mail-clad vessels drawing 6½ feet could pass from tide-

water into the lakes, without any change in the channel, bridges, or any of the other structures. To accomplish this it is estimated that the sum of three and a half million dollars will suffice.

It is the opinion of both practical and scientific men, some of them holding responsible positions in the government, that an impregnable vessel of the "Monitor" class, 200 feet in length by 25 feet beam, and sufficiently strong to carry a 15-inch gun in a shot-proof turret, cannot be so constructed as not to draw considerably more than 6½ feet. Vessels of ordinary dimensions have a fulness of about two-thirds of the circumscribing parallelopipedon, and thus an ordinary shaped vessel of good model, of these dimensions, would displace about 600 tons in fresh water, being the weight of the hull, machinery, turret, guns, armor, and all other things. The weight of the machinery, armor, and turret of such a vessel would not be less than 450 tons, leaving about 150, or at most 200, tons for the weight of the hull, the coal, and all other things, for which this amount is evidently insufficient. A vessel of dimensions suited to the enlarged locks, in order to have a sufficient capacity, would have essentially the shape of an ark, and consequently could have but little speed. This is the case as it would stand in a vessel of the ordinary model; but in a vessel of the Monitor type the capacity is much less under the same dimensions, and hence the result must be more unfavorable.

A brief reference to the model and dimensions of the Monitor will serve to elucidate this proposition.

As described by her inventor and builder, Captain J. Ericcson, she consists of an upper and lower vessel. The bottom of the upper vessel is made of plate iron ½ inch thick, with a horizontal projection 30 inches wide, of the same material and substance, extending all around the vessel. This projection supports a wooden bulwark, extending all round the upper vessel, composed of timber, the bulwark being in all parts 26 inches thick, and 4 feet 6 inches deep, firmly bolted to this projection and to the side of the vessel. A plate-iron armor 5 feet deep, 6 inches thick, is firmly bolted to the outside of the wooden bulwark, extending all round the upper vessel.

The lower vessel is made of plate iron ½ inch thick. The sides and ends of this vessel, which all incline at an angle of 36 degrees to the horizontal line, are secured to the bottom of the upper vessel by a double rivet joint. The bottom is stiffened by transverse floor timbers, strengthened by angle-irons at the top and bottom, and riveted to the bottom of the vessel, and further stiffened by angle-iron placed between each floor timber.

The deck of the upper vessel is made of planking 7 inches thick, and covered with plate iron two thicknesses.

A wrought-iron turret 21½ feet outside, 9 feet high, and 8 inches thick, is placed on the deck of the upper vessel.

The dimensions of the Monitor are as follows: Length of the vessel, 179 feet; breadth, 41 feet; depth, 11 feet 6 inches; draught, 10 feet. A model less favorable for canal navigation than the one which has just been described, it would not be easy to conceive.

But admitting that a mail-clad vessel of the proposed dimensions

can be built drawing only 6½ feet, and able to pass through the enlarged locks, it by no means follows that she could navigate or traverse the canals. The auditor of the canal department of the State of New York says, under date of 10th ultimo: "The Erie canal has a waterway of seven feet deep, seventy feet wide at the top water-line, and fifty-two and a half feet at the bottom. It is intended to give boats navigating this canal a draught of six feet water." Yet it appears by the report of the State engineer and surveyor of that State, transmitted to the legislature on the 13th of January, 1862, that the draught of boats, during the preceding season of navigation, was limited by the canal board to 5½ feet. During the dry season the drain upon the supply of water on the central portion of the canal, for the use of the enlarged locks, would be such as to render it impracticable to maintain even this depth of water.

The committee deem this element in the case one of great difficulty. But, again, it may be doubted whether any portion of the existing locks can be successfully adapted to the contemplated passage of vessels-of-war. By the original plan of the transverse water section of the chambers of the locks, a bevel was given to the face of the walls of $\frac{41}{100}$ of a foot to the foot rise, from the floor to a height of 44 inches, or 34 inches above canal bottom, where the chamber has a width of 17⅔ feet; thence to the top of the walls a batter of half an inch to the foot rise, giving, at that elevation, a width of 18 feet 10 inches. Unfortunately for the strength and stability of the locks, these bevels have, at a great expense, been cut away, by which means the walls have been so far weakened as, in all probability, to be unable to withstand the impinging of the great weight of a gunboat such as has been described. Accordingly it would seem to be the dictate of ordinary prudence, in adapting the locks of the canals to the use of war vessels, to reconstruct them altogether. This work cannot be accomplished for less than eight million dollars, nor in a shorter period of time than three years. The enlargement of the channel and locks of the Champlain canal to a corresponding extent, will probably involve an outlay of a still larger sum. When, to these estimates, the cost of the necessary alterations of the bridges and other structures comes to be added, it is believed that an aggregate of not less than twenty million dollars will be reached. Were it certain that the expenditure of even this large sum would insure the free transit of war vessels between tidewater and Lakes Erie, Ontario, and Champlain, the importance of the work would perhaps be commensurate with its cost. When, however, it is remembered that the enlargement of the prism of these works would still be necessary to the attainment of the end, the subject assumes a still graver aspect.

Before taking leave of this particular topic, the committee beg leave to refer to pages 36 and 37 of the annual report, made in 1862, by Van R. Richmond, esq., late State engineer and surveyor of the State of New York, to the legislature of that State; and also to a letter received by the committee from a gentleman long connected as an engineer with the canals of the State of New York, and of much prac-

tical and scientific learning, which letter, together with the portions of the report referred to, are annexed and marked Exhibit A.

The partial examination which the committee have been enabled to give the project of enlarging the Illinois and Michigan canal, and of improving the Illinois river in conjunction with that work, so as to form a ship and steamboat navigation from the lakes to the Mississippi river, has led to the conclusion that the estimates which have been submitted of the cost of that work are far too low. The committee have obtained estimates upon this subject, and have received statements, oral and otherwise, from persons entitled to confidence by reason of their character, intelligence, and familiarity with the facts, and it is believed that twenty, if not thirty, million dollars, instead of thirteen millions, will be required for this purpose, irrespective of the sums needed to pay damages to ensue from the overflowing of town plats and lands between Lockport and the mouth of the river. The shortest time which has been named for the completion of this great work is five years.

The remarks already made touching the scope and depth of waterway, essential to the transit of effective war vessels, are applicable, the committee believe, with double force to this contemplated channel. The topography of the country through which it must pass, the character of the stream to be employed for a distance of 287 miles, and the nature of the expedients by which it is hoped to accomplish the result, all tend, in the opinion of the committee, to render the scheme precarious and unpromising.

Indeed, it is not believed possible with the number of locks estimated, or by any practicable multiplication of structures, compatible with the preservation of adjacent regions, to obtain navigation which could be relied upon for purposes of naval war.

To present clearly their view of probable costs, the committee submit the following recapitulation:

Estimated cost of enlarging the locks of the Erie and Oswego canals	$8,000,000
Estimated cost of enlarging the channel and locks of the Champlain canal	10,000,000
Estimated cost of enlarging the Illinois and Michigan canal, and of forming a ship and steamboat navigation from Lockport to the Missouri river	20,000,000
	38,000,000
To which may be added for bridges and other structures, alterations in the channels of the existing canals at the short curvatures, land damages, &c	7,000,000
Total	45,000,000

If to this sum be added the cost of excavating the Erie and Oswego canals to a depth adequate to pass a gunboat drawing 6½ feet, we shall have an aggregate of not less than $50,000,000.

Passing over questions of cost, considerations of time seem to dictate some other resort than ship canals, in view of any outbreak, for which we should now prepare.

The country is in no mood or condition to lay out large sums upon remote contingencies. To meet the requirements of the occasion, a project must be necessary and likely to be effectual. So true is this that it may well be doubted whether, if the treaty of 1817 were annulled at once, any considerable portion of our people could be found to sanction the immediate building of war ships on the lakes. The demands upon the nation now in other directions would be likely to postpone, until a more urgent season, costly preparations to engage in a possible foreign war.

An impression seems to prevail that, once supplied with ship canals, we should be relieved from all further expense in providing war vessels to operate upon the lakes, or, in other words, that the same fleet could defend the Atlantic and Gulf coasts and our northern frontier. The committee deem this idea utterly fallacious.

Vessels of such a class as could traverse the enlarged canals would be unequal to a contest with the Roanoke of our own navy, and still more with La Gloire of the French, or the Agincourt or the Minotaur of the British navy. They ought not to be built, and would not be built for ocean warfare, nor for warfare on the lakes, unless the government shall be constrained, when the occasion arises, to adopt the lock of a canal as the standard of a man-of-war, and to gauge a contest with England accordingly. Recent experiments have gone far to prove that a mail-clad steamer of less than from 2,000 to 3,000 tons, cannot be rendered impervious to shot, and at the same time possess the requisite power and speed to make her efficient as a seagoing vessel. The tendency is strongly in favor of large vessels. Accordingly, we find that arrangements are already in progress to construct in one of our ocean ports, at a cost of $4,200,000, an iron-clad vessel of 7,500 tons burden. The expected speed of this vessel is sixteen knots per hour; that of the Agincourt and Minotaur of the British navy is thirteen knots, and their size is 400 feet length, 59 feet 3 inches beam, 25 feet 8 inches draught, tonnage 6,100. On the other hand, the speed of the Monitor is only five knots per hour, that of the Passaic only five to six knots.

As appropriate to the question whether iron-clad vessels of minor size will ever be despatched by England on errands of transatlantic war, the committee cannot forget the casualty which has just cost the nation its favorite vessel—Monitor. Her fate is full of instructive teachings, and has sadly verified the wisdom of those who, from the outset contended that no small craft effectually panoplied in iron, could safely venture beyond the shoal and comparatively smooth waters of harbors and other protected places.

Whenever the occasion shall arise to place a floating armament upon the lakes, the necessity will at the same time exist to be present in naval force upon the Atlantic and Gulf coasts, and probably upon the Pacific also. But if we assume that the energies of an enemy would be withheld from all other points, and concentrated upon our

northern frontier alone, the certainty becomes greater that our reliance must be upon vessels not designed and adapted to other waters. As has been already shown, dimensions serviceable for ocean use are far in excess of canal transportation; and dimensions compatible with carriage by canal will not be introduced into our navy unless intended for the lakes. It follows, then, that in any event the lakes will have their own flotillas, designed especially for them, and independent of the residue of the navy; and if discretion require their production in anticipation of an English war, the committee think that adequate modes can be easily devised to bring them into existence. The suggestion alone will suffice.

Not far from the southern shore of the lakes, and easily and inexpensively connected with them, are numerous bodies of water lying in the heart of regions abounding in all the materials which enter into ship-building. Upon one of these sheets of water, yards can be established and vessels constructed without infringing treaty obligations, and with all the facilities afforded by any locality, and with advantages for preserving iron casings, which fresh water alone affords.

But the committee disbelieve in any such necessity. They believe that no English armament will ever be precipitated upon the lakes except one put afloat on the spot, and in the race of equipment by which such a fleet would be preceded, the advantage, as has been already intimated, would be vastly on our side. Our superiority in this field is overwhelming.

In vessels navigating the lakes and the St. Lawrence we outnumber Canada three to one. In tonnage, and in the number of men engaged, our proportion is considerably larger, and this disparity is becoming constantly greater. Formerly we employed in carrying passengers a large number of side-wheel steamers, measuring three hundred feet in length, sixty feet beam, and drawing ten feet of water. These have been discarded, and we have now very many propellers of nearly one thousand tons burden, with a speed of about ten miles an hour, and strong enough to bear armor of the necessary weight. The time required to encase them, provided the plates, bolts, &c., were in readiness, would not exceed three or four weeks. In connexion with the subject of supplying armor at different points, it will be remembered that the plates of the Monitor were made in Baltimore and sent to New York; the plates of the Roanoke, four and a half inches thick, were made in part at the Franklin forge and by Messrs. Tugnot & Dally, in the city of New York, and the remainder at Pittsburg, Pa., and at Bridgewater, Mass.

Recently iron has been introduced into the construction of our lake vessels, and is likely hereafter to be extensively employed. The use of this material in the hulls of vessels adds largely to their value for belligerent uses, securing them against being fired by shells, burning rafts, or other devices for combustion.

The business of hurried ship-building would not be now the meager process it was during the last war. The rolling-mills, forges and

workshops of the west, and indeed of the whole country, would simultaneously emit an abundance not only of armor and machinery, but of entire vessels in parts, ready to be set up wherever railways or other transportation could convey them. To show that this statement is not fanciful, the committee beg leave to point to the United States steamer Michigan. This vessel was commenced at Pittsburg in July, 1842, and all her parts were made at that place. She was then taken to pieces and transported to Erie, where she was set up and launched. Her dimensions are as follows:

Length, 171 feet 3 inches.
Breadth, (exclusive of wheels,) 27 feet.
Depth, 12 feet 1 inch.
Tonnage, 502.

The States washed by the lakes contain 14,000,000 people: Canada, at the date of the last census, contained 1,842,265 people.

Whether, in any event, the business of ship-building for hostile purposes should be allowed to proceed on the shores of Canada, or her canals to receive and discharge arms-bearing craft would, it is believed, be entirely optional with our people.

Of our ability, at any time, promptly, to occupy and hold the entire Canadian frontier, with the single exception perhaps of Quebec, the committee have no doubt; and they adopt, as justly expressive, the language of one of the ablest Canadian statesmen, who recently addressed to our consul general the following remark: "You have an army of 600,000 men, and could raise another of equal force if necessary, while we talk of 30,000 drilled militia. We can have but one protection against the United States; that defence must be the justice of our course which may save us from war."

Some observations of Mr. Ingersoll, in his treatise upon the war of 1812; of Mr. Cooper, in his "Naval History of the United States;" and of Mr. Coggwhall, in his "History of American Privateering and Letters of Marque," seem so befitting the subject under consideration that leave is taken to reproduce them here:

* * * "Throughout the year 1812 both countries were amazed to discover that on the ocean, where it was said not a sail was to be spread but by English permission, the American marine, both commercial and military, suffered less injury and inflicted more than that of Great Britain. British character by sea sunk as low and as fast as American character rose.

"By the heroism of a young man, Oliver Hazard Perry, of Rhode Island, the tide of American success was at once turned from ebb to flood. Without a spar when he began to cope with a commanding British squadron on Lake Erie, Perry raised a fleet from the surrounding forests, and, in a single summer. extinguished forever the power of Great Britain on the American lakes.

"The history of the war of 1812 has passed into the judgment of the world that America has what England had of naval pre-eminence; that in another war we have to keep, and she to get, what in the last war we won and she lost.

"The naval efforts of Great Britain on the American seaboard continued insignificant throughout the year 1813. Whenever war with England is the theme, our assailable places and seaports are consigned to fancied destruction. The British press, and sometimes Parliament, fulminate lake and Atlantic invasions, which are likewise imagined by portions of the United States. But such was not the experience of the late war, which was mostly merely predatory on their part, and expensive rather than otherwise injurious to us.

"Long and unmolested cruises during the whole year of 1813, by the frigates President, Congress, Essex, and other vessels-of-war, traversing nearly every sea, making many captures, and encountering no enemies able to capture them, demonstrated that the ubiquity and immensity of British naval powers are in good measure illusive. Captain Porter, of the Essex, alone, captured, manned, and armed nine large English vessels, worth millions of dollars, and was commodore of a fleet of his own creation.

"It is well known to those Americans who lived through the war of 1812 that the privateers and letters of marque were the great thorn in the side of our inveterate enemy; that they harassed and annoyed their adversaries in every quarter of the globe; yes, and even at the entrance of their own ports in old England itself. They took and destroyed millions of property, and were the happy instruments, no doubt, of bringing about a permanent peace with a haughty, proud, and overbearing nation.

"When the war was declared, we had but a few sharp, fast-sailing vessels suited for privateers. Within four months of the declaration I find a list of *twenty-six* privateers fitted out from New York city alone, *seventeen* belonging to Baltimore, and in addition to privateers numerous fast-sailing merchant schooners, carrying from six to ten guns and from thirty to fifty men each.

"The English entered the contest with a navy of *one thousand and sixty* men-of-war, *eight hundred* of which were in commission, and were effective cruising ships and vessels.

"To oppose this immense force, the United States had but *seven* effective frigates, with some *twelve or fifteen* sloops-of-war, the most of which were lying in dock-yards repairing.

"The war lasted about three years, and the result was, as nearly as statistics can be ascertained, a loss to Great Britain of about *two thousand* ships and vessels of every description, including men-of-war and merchantmen. *Eighteen hundred sail* are recorded as having been taken, burnt, sunk, or destroyed.

"This statement does not include captures made on our great lakes, which would swell the number to a much larger figure.

"I have found it difficult to ascertain the exact number of American vessels taken or destroyed by the English, but, from the best information I could obtain, should judge they would not amount to more than *five hundred sail.*"

In view of the foregoing considerations, the committee are of the opinion—

First. That "the cheapest, most expeditious and reliable mode of placing war vessels upon Lake Ontario and the other great lakes, should a necessity for doing so at any time arise," is to launch them in the first instance upon those waters.

Second. That it is not necessary, nor is it expedient, for the purpose aforesaid, to establish water communications, adapted to the passage of vessels-of-war, from other waters to the lakes.

EXHIBIT A.

Extracts from the report of Van R. Richmond, esq., late State engineer and surveyor of the State of New York.

In constructing the prism of the canal the original plan of protecting the inner face of the banks was adhered to down to 1848, when a change was made, and the walls on those portions then remaining to be enlarged were extended on a slope of one and one-fourth to one from the top of the banks to the bottom of the canal. The distance completed on the original plan was about eighty miles; it very well serves the purposes intended, and its removal and reconstruction on the new plan could not, with reference to either improving, or of maintaining navigation, by any considerations of economy, be justified. It would involve an expenditure, according to the estimate, of about $968,000, and although it would enlarge the transverse area of the water prism $6\frac{33}{100}$ per cent, it would scarcely diminish the traction of boats to any appreciable amount. Had the present prism of this 80 miles of canal cost in the same ratio as would this addition of $6\frac{33}{100}$ per cent., it would have amounted to over fifteen millions of dollars, and the prism of the entire Erie canal, exclusive of the mechanical structures, would, at the same rate, have cost over sixty-five millions. The slight increased facilities, therefore, that would be given to the movement of boats, would be attained at an extravagant rate, and the difference in the expense of maintaining the proper shape of the face of the banks would be small.

The lower bevel of the locks was designed to limit the draught of boats to the most economical transit, and to secure to them a form that would be the least productive of injury to the banks. In an evil hour, however, improvident counsels prevailed, and these bevels have, unfortunately, and at great expense, already been removed; and against the almost inappreciable benefits of the slight increase thereby given to the tonnage capacity of the canal, there is the offset of the effect of the greater liability to interruptions of the navigation by the wedging of the boats, sinking from injury to each other, breaking the walls, and by more readily fastening upon the permanent fixtures of the canal with which they may come in contact, thereby obstructing the movement of other boats.

UTICA, *December* 29, 1862.

DEAR SIR: Absence from home and a desire to have access to some public documents have delayed this letter; but I now give you a few facts in relation to the supply of water for any additional enlargement of the Erie canal.

Lake Erie supplies principally 160 miles of the western portion of the canal extending to a point east of the Seneca river. Although the source is in abundance, some difficulty is experienced by the depression of the lake at particular periods, as also by the grass *(conferva)* that grows in the bottom of large portions of the canal, and which greatly obstructs the free flow of the water. But a small portion of the supply in dry seasons is obtained from intersecting streams.

On the next 120 miles, extending from near Seneca river to the feeder east of

Little Falls, there is not a full supply of water in the business season. This portion of the Erie canal has many intersecting streams as well as the following:

Reservoirs.	Acres.	Depth.	Contents in cubic feet.
Erieville	340	46.	318,500,000
Cazenovia	1,778	4.50	348,600,000
De Ruyter	626	5.	500,000,000
Skaneateles	8,320	5.	1,812,000,000
	11,064		2,979,100,000

Black River canal and Erie canal feeder has four reservoirs, containing	2,707 acres =	1,899,297,000
The Chenanago canal has six reservoirs, containing	1,169 acres =	466,266,000
Cubic feet		2,365,563,000
One half is		1,182,781,500
Added to Erie reservoirs		2,979,100,000
Total cubic feet		4,161,881,500

This 120 miles of the Erie canal, embracing the Utica summit of 60 miles, has 11,064 acres of reservoirs, containing 2,979,100,000 cubic feet, to which add one half of the Black River canal and Erie canal feeder reservoirs, also one half of the Chenango canal reservoirs, 1,182,781,500 cubic feet = 4,161,881,500.

Notwithstanding these reservoirs and the intersecting streams there is a deficiency, to supply which there is a large additional reservoir now in progress of construction. This renders it evident that any addition to the dimensions to the locks will require an additional supply of water.

The present Erie canal locks of 10 feet lift require 20,000 cubic feet of water for each lockage; the proposed locks of 220 feet by 26, of the same lift, will require 57,200 cubic feet, and for a lock of the proper dimensions for the navigation of the great lakes, 230 feet long by 35 feet wide, 80,500 cubic feet of water for each lockage.

The Erie canal, as enlarged, was 70 feet wide on the surface of the water, 42 feet wide at the bottom, and seven feet deep, having an inner slope of the banks of two feet base to one foot rise. Improvident counsel has prevailed so far as to change a portion of this inner slope to one and a quarter base to one foot rise, placing a slope wall of rough stone to the bottom of the canal, after removing the inner slope or lining, thereby causing a large additional leakage through the wall and coarse material of which the banks are usually constructed.

The remaining 80 miles of the Erie canal is fed principally by the Mohawk river, from which it has several feeders.

To enlarge the locks for general trade would require, also, an enlargement of the prism of the canal—an undertaking hardly to be considered at present, or until the wants of trade shall indicate its necessity.

Respectfully yours,

HOLMES HUTCHINSON.

Hon. F. A. Conkling.

37TH CONGRESS, 3d Session. } HOUSE OF REPRESENTATIVES. { REPORT No. 5.

ADDITIONAL VOLUNTEERS.

[To accompany H. Res. No. 119.]

JANUARY 9, 1863.—Ordered to be printed.

Mr. BUFFINTON, from the Committee on Military Affairs, made the following

MAJORITY REPORT.

The Committee on Military Affairs, to whom was referred the joint resolution authorizing the President to accept the services of twenty thousand volunteers for service in the State of Florida for the term of nine months, to be mustered out of service in that State, beg leave to submit the following report:

Recognizing the importance of whatever measure may tend to the defeat of the unprovoked and iniquitous rebellion against the government, your committee have given to this resolution and the enterprize it contemplates careful consideration. To lay the foundations of a free and christian State is at all times a work of honor in which the statesman may take a patriotic pride; but to firmly plant such foundations upon the ruins of a malignant rebellion, and thus organize order out of chaos, and transform treason into loyalty, in a time like this, to an American Congress becomes no less than an imperious duty.

Florida, in territory, is one of the largest States in the Union, containing 38,000,000 acres of land, of which broad domain 21,000,000 acres are still unsold government lands, subject to entry under the liberal provisions of the homestead law. Much of the other 17,000,000 acres is in the present possession of undisguised and active rebels, and may at once be put upon the market under the righteous requirements of the confiscation and tax laws.

Her peninsular position, and the Gulf Stream running down her entire eastern coast, commands for Florida an equability of climate that makes residence within her borders desirable, and secures advantages to the agriculturist not to be met with elsewhere through all the extent of our territory.

For the growth and exportation of naval stores and the leading articles of commerce she offers unexcelled facilities; indeed, with her longer season and surer exemption from frost, she has a decided advantage over Louisiana, even in the cultivation of the sugar cane,

and has probably a larger district than any other State fitted for the growth of long-staple cotton, and is, indeed, the only State where may be successfully grown the Cuba tobacco.

While all the great staples of the southern temperate zone flourish throughout Florida, in her southern and eastern sections may be cultivated in their luxuriance the fruits and plants of the tropics.

Large tracts of live-oak and yellow pine, of almost priceless value to our navy, abound in Florida, and whose possession for such use would be warranted at almost any cost.

By position Florida commands the Gulf. To economize time, and save to the rich and growing commerce of Mobile and New Orleans, Texas, and our Pacific coast, the perils of the voyage around her sunken keys, the national government, previous to the rebellion, by generous donation of public lands, secured the building of a railroad across her territory from the Atlantic to the Gulf.

Considerations growing out of each and all of these facts thus briefly alluded to in the investigation which the subject has prompted have pressed themselves upon your committee, and we doubt not will suggest themselves as of weighty importance to every member of the House.

But your committee would beg leave to suggest other considerations connected with this proposition of even more present importance. Through the fears and threatenings of a reign of terror Florida has been driven into open rebellion against the government and Union. Scores of her loyal citizens brutally murdered, and hundreds driven into exile or at the point of the bayonet forced into the rebel ranks. Her loyal citizens in exile are importuning the government for protection that they may return to their desolated possessions, and rebuild their once beautiful homes, and throw the old flag again to the breeze. Twenty thousand resolute loyal men placed upon the soil with guns in their hands will be sufficient protection for these loyal men and themselves, and Florida will at once return to her old allegiance and to the prompt and honorable discharge of all the duties of a loyal State. To erect the pillars of a free and loyal commonwealth upon such ruins is certainly a work that must command the homage of every patriotic heart; but more than this, even, is promised by this enterprise; it offers a refuge for the thousands of freed men pressing our lines; a place at once ready, cheaply reached, and where they may find with equitable remuneration abundance of employment in labors with which they are familiar, and in a climate admirably adapted to their wants, and under the fostering care of friendly legislation and friendly institutions rapidly progress into a higher and more useful individual and social position.

And while so much of good is to be secured, and adapting its usefulness so happily to the special needs of this very time, your committee are glad to be able to remind the House that the enterprise has also an economic phase. The loyal armed occupation of Florida relieves the navy of 1,300 miles of blockade, at an expense of $12,000 per day; not only relieves the national treasury of this large daily expenditure, but, what is by no means of less importance, gives these numerous vessels liberty for service elsewhere.

Thus your committee briefly have alluded to some of the more important points suggested by the consideration of this resolution; and they feel themselves impelled by these motives of economy, by the practical force of these suggestions of philanthropy, and considerations of commercial advantage and national power, and by a patriotic desire to strike the rebellion a telling blow, and to give assurances to all traitors that while they may cast away their rights of citizenship and protection, not an acre of the national domain may be taken out from under the protection of the old flag and the occupancy of its loyal defenders, to recommend the passage of the joint resolution.

All of which is respectfully submitted.

JAMES BUFFINTON,
For a majority of the Committee.

MINORITY REPORT.

Mr. YEAMAN, from the Committee on Military Affairs, submitted the following as the views of the minority of the committee:

The undersigned has been unable to concur with the majority of the Committee on Military Affairs in their report recommending the adoption of the resolution of Mr. Bingham, of Ohio, to authorize the raising of twenty thousand volunteers to serve for *nine months* in the State of *Florida*, and then to be discharged *there;* not that he is unwilling to see *all*, if need be, of the military power of the government put forth for the suppression of the existing rebellion, but he has been unable to discern the wisdom or the economy of selecting Florida, to the exclusion of other States, as the theatre of the services of this corps, when other volunteers are required to go wherever their services are needed, or why nine months should be fixed as their term of service, when three years, or during the war, is the usual term required of others.

It would be a peculiar misfortune if our arms should meet with signal failure or disaster in the adjoining States of Georgia and Alabama for the want of the co-operation of this corps, who might refuse to cross the line of Florida because they were enlisted to serve only in that State.

If the territory of the oppressed loyal people of East Tennessee or Western Texas, or the mountains of Kentucky, or the lines of communication between the Ohio river and our armies in Middle Tennessee, or similar lines between our armies in the State of Mississippi and the Tennessee and Mississippi rivers, had, ere now, been selected as the theatre for the services of twenty thousand nine months' volunteers, there would have been some reason for such a movement.

In one case, a devotion to the government, which has been truer just as oppression and wrongs have been greater, would have met with some of that much-needed protection they have so gallantly merited, and they would have found cause for hope, if not for gratitude, in that recognition of their virtue, and of their fidelity to a government for which they have suffered so much. In the other case, our communications might have been preserved from those annoying interruptions to which they have so often been subjected, and would have enabled the soldiers of longer terms and better discipline, who have been detailed at times for that branch of the service, to participate in those victories which might thus have been rendered complete and fruitful, instead of being, as some of them have, little better than drawn battles, and might have also prevented some very disastrous and mortifying surrenders.

With all due deference to the arguments and opinions that have influenced others, the undersigned has been unable to discover that this is altogether a military movement, or even a movement demanded by a military necessity; the more so, since it does not seem to be

disguised, by the friends of the measure, that the scheme is favored, if indeed it is not to be controlled, by the distinguished and energetic philanthropist, Eli Thayer, who is confessedly influenced by a zeal, if not by an ambition, to become the founder of a new and great colony under peculiar circumstances.

If there are fertile and uncultivated lands in the State of Florida that would repay the courage and enterprise of emigrants who desire to plant a colony there, those lands are owned either by government or by individuals. If by the former, they are no doubt *for sale*, and if by the latter, they have the right to hold and occupy them. The rigid enforcement of the confiscation acts of last session might interrupt that right; but in that event it might be gratifying to anxious emigrants to know that those lands would then probably sell very cheap.

The undersigned is not unmindful of the great advantages derived to a government by the development of its agricultural resources, nor of the fostering care that should be extended to this the great foundation of all other interests. But he ventures to suggest that the direction of emigration may be safely left to the tastes and interests of intelligent citizens; and that whatever assistance is due from government, to assist settlers in developing a given territory of country, could be more opportunely rendered after our unpaid soldiers of three years' term have been paid their dues, and thus enabled to send home a much-longed-for and sadly needed support to their sorrowing wives and suffering children.

He would further suggest that whenever it is proper to encourage or assist emigration to a given region within the jurisdiction of the federal government, it ought to be done without reference to the political opinions of the emigrants; and he hopes it will not be seriously urged as within the powers of the Constitution to spend the substance of the government in disseminating any given political creed. In any event, no pains should be taken to risk the inauguration of a local conflict by sending settlers into a State whose institutions and the feelings of whose people are so opposed to the convictions and feelings of the new-comers.

It was much hoped that the experience of the whole country in the results realized, by seducing and exciting immigrants from different sections of the country, and of violently opposed political opinions and feelings, and for the attainment of political ends, into the same community, in Kansas, would have proved a lesson not so soon to be forgotten.

The undersigned will venture to hope that if, after these 20,000 volunteers are discharged, the fortunes of war should vary, and the region of their settlement, which they aspire to reclaim from the morass and the wilderness, and to make it blossom as the rose, should fall under the control of any government other than the United States—an event which he hopes is as improbable as it is contrary to his wishes—that they will then find means to maintain themselves in their new position, either as friends or enemies of such government,

without imposing upon this government any further outlay in the premises.

The undersigned regrets being constrained to think that the prosecution of this scheme will prove a prostitution of the powers of the government, and an unhappy deviation from the avowed objects of the war on the part of the government, as declared by Congress.

Respectfully submitted.

GEORGE H. YEAMAN.

37TH CONGRESS, 3d Session. } HOUSE OF REPRESENTATIVES. { REPORT No. 6.

PUBLICATIONS PRESENTED TO THE LIBRARY OF CONGRESS.

JANUARY 12, 1863 —Laid on the table, and ordered to be printed.

Mr. LAW, from the Committee on the Library, made the following

REPORT.

The Committee on the Library, to whom was referred the message of the President of the United States, transmitting the correspondence relative to certain valuable publications presented to the Library of Congress by the trustees of the British Museum, have had the same under consideration, and now respectfully report:

That the books referred to in that correspondence have been received in the Library of Congress, and the librarian has been instructed to thank the trustees for their generous donation.

The committee ask to be discharged from the further consideration of this matter.

37TH CONGRESS, 3d Session. } HOUSE OF REPRESENTATIVES. { REPORT No. 7.

HULL & COZZENS AND JOHN NAYLOR & CO.

[To accompany bill H. R. No. 680.]

JANUARY 16, 1863.—Ordered to be printed.

Mr. FENTON, from the Committee of Claims, made the following

REPORT.

The Committee of Claims, to whom was referred the petition of Hull & Cozzens and of John Naylor & Co., "asking pay for labor performed and materials furnished in the construction of the capitol building at Omaha city, in Nebraska Territory, under contracts with the governor of said Territory," have had the same under consideration. and report:

That this case was examined and reported on by this committee at the first session of the 35th Congress, and again at first session of the 36th Congress, both reports agreeing. Concurring in the reports then made, your committee adopt the same, and report the accompanying bill, and recommend its passage.

That Mark W. Izzard, then governor of Nebraska, made contracts with the petitioners for furnishing certain materials for the capitol buildings at Omaha city, which contracts are properly stated in the two accounts filed as follows:

The United States to John Naylor & Co., Dr.

To galvanized iron cornice, for capitol building at Omaha city, Nebraska Territory, as per contract made with Hon. Mark W. Izzard, governor of Nebraska, dated at St. Louis, Mo., February 25. 1856		$4,600
Credit:		
September 10, 1856. By cash	$2,000	
October 25, 1856. By cash	600	
		2,600
		2,000

The United States to Hull & Cozzens, Dr.

To cast-iron capitals, for the capitol building at Omaha city, Nebraska Territory, as per contract made with Mark W. Izzard, and dated at St. Louis, Mo., November 28, 1855	$4,336

	Brought forward		$4,336
Credit:			
	By cash. September 10, 1856	$2,000	
	By cash. October 25, 1856	1,000	
			3,000
			1,336

The petitioners allege that the balances stated on these accounts are unpaid and still justly due them, as they performed their part of these several contracts faithfully and promptly. In reply to a call made upon the Treasury Department by the Hon. F. Ferguson, the Secretary of the Treasury transmitted the following report from the First Comptroller of the Treasury:

TREASURY DEPARTMENT,
Comptroller's Office, March 16, 1858.

SIR: I have to acknowledge the reference to this office, on the 11th instant, of the letter of Hon. F. Ferguson, delegate from Nebraska, in relation to certain unsatisfied contracts entered into, in order to the erection of the public buildings in that Territory, dated the day previous, and to state, in reply, that the accounts of Hon. M. W. Izzard, late governor, show Messrs. Naylor & Co. to have received on their contract $2,600, and Messrs. Hull & Cozzens $3,000, leaving the balances still due them thereon the same as stated by Mr. Ferguson, namely, $2,000 and $1,336, respectively.

As regards the matter in general, that is, the probable amount required to complete said buildings, the information furnished by the papers at the disposal of this office is insufficient to the formation of any definite result.

I would, however, respectfully suggest that Mr. Cuming, the present territorial secretary, from his long residence in the Territory and consequent knowledge of its affairs, both public and private, might doubtless furnish a reliable estimate on which a further appropriation could be based, should such, in your discretion, be deemed a proper subject of recommendation to Congress.

Mr. Ferguson's letter is herewith returned.

I am, respectfully, your obedient servant,

W. MEDILL,
Camptroller.

Hon. HOWELL COBB,
Secretary of the Treasury.

Copies of the contracts, on file with the papers in the case, establish the facts as alleged in the petition, and as shown by the report of the Comptroller, and it appears that the only difficulty in the way of payment was the want of an appropriation out of which to draw the money. Your committee think that if these parties faithfully executed their contract with the government they should be paid such amount as may be found due them upon a proper settlement at the Treasury Department, and for that purpose they report the accompanying bill, and recommend its passage.

37TH CONGRESS, 3d Session. } HOUSE OF REPRESENTATIVES. { REPORT No. 8.

JOHN C. McFERRAN.

[To accompany bill H. R. No. 681.]

JANUARY 16, 1863.—Ordered to be printed.

Mr. BUFFINTON, from the Committee of Claims, made the following

REPORT.

The Committee of Claims, to whom was referred the petition of Lieutenant John C. McFerran, praying to be credited on the books of the Treasury Department with the sum of $1,265 for which, as assistant commissary of the United States army, he erroneously receipted to Lieutenant Francis J. Thomas, also an assistant commissary in said army, makes the following report:

The testimony presented to the committee fully establishes the following state of facts:

That the petitioner, being an assistant commissary in the United States army, stationed at Santa Fé, in New Mexico, was, on or about the first day of November, 1850, required to receive of Lieutenant Francis J. Thomas, also an assistant commissary in said army, a large amount of money belonging to the United States, and to pass to said Thomas his official receipts for the same. That before the counting of said money was completed, there being several sealed boxes of specie with the amounts purporting to be contained in each marked thereon, the said Thomas, by representing that it was necessary for him to return without delay to the Atlantic States; that if compelled to remain until the whole counting was completed he should be subjected to great delay and inconvenience; and that the contents of said remaining boxes had been counted by himself or under his immediate supervision and the boxes correctly marked, induced the said petitioner to take the said boxes by the marks thereon, and to receipt to the said Thomas for the entire amount thus indicated.

That said boxes of specie were placed in a government vault at Santa Fé, and were taken out and the contents counted, from time to time, as the funds were required for the use of the army. Save one box, which contained an excess of two dollars over the amount marked thereon, all the boxes were found to be correctly marked, except a box numbered 21, which was the last one opened, and the contents of which were found to fall short of the amount marked thereon by the sum of $1,267. This box was opened and its contents counted by the pe-

titioner in the presen e and with the assistance of Wm. J. Gourlay, chief clerk of the subsistence department in Santa Fé, in June, 1851, some seven months after it had been received from Lieutenant Thomas. The committee has no doubt, however, from the evidence, that it had in the meantime remained unopened and its contents undisturbed.

That immediately after the discovery of said deficiency, the petitioner transmitted to the chief of the bureau at Washington having charge and control of the subsistence department of the army notice of the said deficiency, with all the attending circumstances, with a request that no settlement should be concluded between the accounting officers of the government and the said Thomas until the matter should be fully investigated by the proper authorities. Yet the said Thomas was permitted to settle his accounts and to resign without any such investigation being had, and received credit for the whole amount for which the petitioner had receipted as aforesaid, and which entire amount was charged to the petitioner on the books of the treasury.

That the said Thomas being the owner of valuable property in the Territory of New Mexico, the petitioner commenced a suit against him in the United States district court of said Territory for the recovery of the amount of said deficiency, and sued out a writ of attachment which was levied on the lands and tenements of the said Thomas within the jurisdiction of said court; but, on the hearing of said cause, the court dismissed the attachment on the ground that the money which the plaintiff was seeking to recover was the property of the United States, and not the property of the said petitioner, and that said Thomas was bound to account to the United States for the same, and not to the petitioner.

It is shown by a certificate of the Third Auditor of the Treasury that at the time of the resignation of Lieutenant Thomas he was in default to the United States in the sum of $9,161 48, in addition to the amount for which he improperly got credit as aforesaid.

The committee is entirely satisfied of the integrity and good faith of the petitioner in the premises, and entertains no doubt that there was in fact the deficiency which he alleges in the contents of said boxes at the time he received them from the said Thomas.

From the above statement of facts it will be seen that Thomas stands credited on the books of the Treasury Department with the sum of $1,265, as having been paid over to McFerran, which he never did in fact pay over to him, and that McFerran stands debited with the same amount, which he never in fact received.

Admitting that Mr. McFerran was guilty of some degree of negligence in not counting all the money for which he receipted to Thomas, that fact alone is not sufficient to charge him with the amount of said deficit. From the mere facts that an agent has been negligent, and his principal has suffered loss, it does not necessarily follow that the agent is bound to make the loss good. The further fact should be shown, that the loss was a *consequence* of the negligence.

The mere fact that McFerran erroneously gave a receipt to Thomas for money of the United States which he never received of him changed none of the rights or remedies of the government as against Thomas.

The error in the receipt was explainable by parol testimony in an action at law, and when explained the receipt could not operate as any bar to a suit by the United States against Thomas for the recovery of said money.

If the United States lost any of its remedies against Thomas, it was not because McFerran gave the erroneous receipt, but because the error was not discovered for several months after the receipt was given. If Thomas was solvent at the time the receipt was given, and became insolvent before the error was detected, it may be that the United States lost the money in consequence of the failure of McFerran to count the funds for which he receipted to Thomas. But there is no evidence before the committee to show that the United States could have enforced the payment of said deficit from Thomas, at any time between the giving of the receipt and the discovery of the error, by any means that were not equally available after the error was detected.

It appears from evidence before the committee that it has been the practice of many collecting and disbursing officers, in both the civil and military departments of the government, to receive from other public officers large amounts of specie in bags and boxes, and receipt for the same according to the labels thereon, without actually counting the contents, in cases of emergency, under circumstances similar to those which influenced the conduct of the petitioner in this case. Bankers and other business men, reputed to be prudent, often receive and account for large sums of money in like manner, without actually counting the same, where they have reason to repose confidence in the person from whom the same is received.

There is nothing in the evidence before the committee to show that McFerran had any reason to suspect the integrity of Thomas at the time he received said boxes of specie from him. If he exercised the same degree of care and diligence that public officers, reputed to be prudent and faithful, are accustomed to exercise under similar circumstances in respect to the public funds passing through their hands, and that bankers and business men are accustomed to exercise in the conduct of their own private affairs, it may be questioned whether he should be required to make good a loss incurred by the government in *consequence* of his omission to count the money. But admitting that McFerran was guilty of *laches* that would justly render him responsible to the government for any losses clearly resulting therefrom, the committee are of opinion that there is not sufficient evidence that the government in fact lost anything in consequence of his failure to count said money to justify the government in requiring him to pay into the treasury said sum of $1,265 which he never received.

Entertaining this view of the case, the committee are of opinion that said petitioner is entitled to be credited on the books of the Treasury Department with said sum of $1,265, and therefore report the accompanying bill for his relief.

37TH CONGRESS, 3d Session. } HOUSE OF REPRESENTATIVES. { REPORT No. 9.

FREDERICK A. HOLDEN AND OTHERS.

[To accompany bill H. R. No. 681.]

JANUARY 16, 1863.—Ordered to be printed.

Mr. NOELL, from the Committee of Claims, submitted the following

REPORT.

The Committee of Claims, to whom was referred the memorial and evidence in the cases of F. A. Holden and others, praying compensation for rents and damages on account of loss and injury of property occupied by United States troops, have had the same under consideration, and make the following report:

That in the fall of the year 1861 a portion of the United States volunteer forces, under command of Colonel Zeigler, were posted for some considerable time at and in the vicinity of Cerado, in Western Virginia; that while there they occupied the houses of F. A. Holden, and the steam-mill and other buildings of Eli Thayer and the other memorialists; that during said occupation the dwelling-house and furniture of said Holden were destroyed by fire, which the committee, from the evidence, estimate at four thousand five hundred and eighty-seven dollars. The damages done the steam-mill of Mr. Thayer, together with his loss of the use of the property and other buildings, are placed at eight thousand five hundred and twenty-five dollars; the amount allowed Hannah Buxton is four hundred and eighty-one dollars; and the amount allowed Hiram Bloss is one hundred and five dollars, and to D. W. Frisby one hundred and fifty dollars. The occupation in each case was by order of the commanding officer of the troops, and the proof is clear and full as to the amount of damages sustained. It further appears that the parties are not in a condition to repair the damages to their property unless by the relief prayed for from the government. It is the opinion of the committee that they ought to be paid, and a bill is herewith reported, with a recommendation that it do pass.

37TH CONGRESS, 3d Session. } HOUSE OF REPRESENTATIVES. { REPORT No. 10.

ANNUITIES TO MIAMI TRIBE OF INDIANS.

JANUARY 20, 1863.—Laid on the table and ordered to be printed.

Mr. PORTER, from the Committee on the Judiciary, submitted the following

REPORT.

The Committee on the Judiciary, to whom was referred the letter from the Secretary of the Interior in reply to the resolution of the House, inquiring whether the permanent annuity of twenty-five thousand dollars a year, for the years 1854 *and* 1855, *had been paid to the Miami tribe of Indians in accordance with the provisions of the treaty therein named with said tribe of Indians, report:*

That the sum of thirty-six thousand and eighty dollars and ten cents ($36,080 10) of said annuities, for the years 1854 and 1855, was, at the close of the fiscal year 1855, carried to the surplus fund and not paid to said Indians, and that the same has never been reappropriated or paid. Inasmuch as the fifth article of the treaty of June 5, 1854, expressly provides that the same shall be paid, (see U. S. Stautes at Large, vol. 10, p. 1096,) the committee recommend that said sum be reappropriated and paid in accordance with the provisions of said fifth article, which provides that said Indians shall receive the same for said years 1854 and 1855, and no longer.

37TH CONGRESS, 3d Session. } HOUSE OF REPRESENTATIVES. { REPORT No. 11.

FRANCES H. PLUMMER.

JANUARY 8, 1863.—Laid on the table, and ordered to be printed.

Mr. ELY, from the Committee on Invalid Pensions, submitted the following

REPORT.

The Committee on Invalid Pensions, to whom was referred the case of Frances H. Plummer, widow of the late Brigadier General Joseph B. Plummer, of the United States army, report:

That the late Brigadier General Joseph B. Plummer graduated at West Point in 1841, served through the Mexican war, and subsequently on the frontier; that during the present war he served with General Lyon at the battle of Wilson's Creek, where he was severely wounded by a Minie ball, which was never extracted; and after having partially recovered, served in almost all the battles of the west, a great portion of the time laboring under severe sickness, until he died somewhat suddenly, of disease of the brain, at "Clear Creek," near Corinth, on the 9th August, 1861, leaving his widow and children in destitute circumstances.

These facts are corroborated by the written statements of Major General John Pope, Brigadier General D. S. Stanley, the general order (No. 105) of Brigadier General Rosecrans, and by the medical certificate of the several army surgeons who at different times attended General Plummer in a professional capacity.

The petition of Frances H. Plummer states that the pension allowed to her since the decease of her husband, being only that of a lieutenant colonel, is wholly inadequate to the support of herself and her children.

That it is the opinion of this committee that the death of General Plummer was occasioned by the combined causes of the severe wound received by him at the battle of Wilson's Creek, and his subsequent and long-continued patriotic discharge of his duties to his country, in preference to yielding to the solicitations of his superior officer and medical advisers, to seek a restoration of his health by a temporary absence from his arduous post.

Your committee are of opinion that the petition of Frances H. Plummer, widow of the said Joseph B. Plummer, deceased, for an increased pension, should be granted, and that she should receive a pension of fifty dollars per month, commencing from the time of the decease of her said husband, and to continue during her widowhood.

37TH CONGRESS, 3d Session. } HOUSE OF REPRESENTATIVES. { REPORT, No. 12.

GEORGE W. JOHNSON.

[To accompany bill H R. No. 696.]

JANUARY 23, 1863.—Ordered to be printed.

Mr. DUELL, from the Commitee of Claims, submitted the following

REPORT.

The Committee of Claims, to whom was referred the claims of George W. Johnson, have had the same under consideration and report:

That the claim is for damages sustained by him from the seizure and occupancy of his land and property at the Cascades of the Columbia river in Washington Territory, by the troops of the United States.

The testimony in the case accompanies a letter from the Secretary of the Interior to the House of Representatives, in answer to the following resolution of the House, adopted February 11, 1861:

"*Resolved*, That the Secretary of the Interior be requested to direct the surveyor general of Washington Territory to ascertain the amount of damages suffered by George W. Johnson in consequence of the occupancy of his lands in that Territory by the War Department, and report the same to this House with all the testimony on the subject.

"Attest:

"J. W. FORNEY, *Clerk.*"

In pursuance of the above resolution, and in compliance with an order from the Secretary of the Interior, the surveyor general of Washington Territory proceeded to the Columbia river and visited the land in question, and made a full examination of the locality and took the testimony of a large number of witnesses. The testimony so taken your committee believes fully and conclusively establishes the following facts: That said Johnson, in 1850, when there were but few, if any, white settlers within about fifty miles of the point in question, settled upon this claim, and during a long period of Indian difficulties, when life and property were deemed insecure, with remarkable hardihood and perseverance, improved its value by erecting buildings and in other ways. That said Johnson had his claim surveyed in 1850, and complied with the act of September 27, 1850, by a continual occupancy and cultivation of the same for four years, which entitled him

to it as a donation of 320 acres. That he continued to occupy the same, doing a successful and constantly increasing business as a hotel-keeper and forwarding and commission merchant, until the spring of 1856, when the military authority of the United States took forcible possession of the whole tract and expelled him therefrom.

That the land is situated at the head of navigation of the lower Columbia river, and the concurrent testimony of all the witnesses goes to show that it is the best site for a town on that river, and the *only* one so situated as to be available for all the purposes of an extensive transportation business, the opposite side of the river being precipitous and rocky.

There seems to have been no necessity or excuse for its seizure and occupancy by the military, as there were no hostile Indians in the vicinity at the time; and the testimony shows that there were other points in the vicinity equally as good for defensive or offensive operations, with not a tithe of its value for the development of private parties.

Your committee consider the case of Mr. Johnson one of extreme hardship. At the time his property was seized by the military he was doing a prosperous business, with undoubted prospects for the rapid accumulation of an immense fortune. By its seizure and occupancy by the government his business has been destroyed, and the business of citizens forced into an unnatural channel and a rival route created. We think he is entitled to damages; and while we think the testimony would warrant a larger amount, we adopt the estimate of the surveyor general in his report, and present a bill for one hundred and twenty thousand dollars, ($120,000,) and recommend its passage.

37TH CONGRESS, 3d Session. } HOUSE OF REPRESENTATIVES. { REPORT No. 13.

REMOVAL OF DAKOTA AND WINNEBAGO INDIANS.

[To accompany Bills H. R. Nos. 613 and 614.]

JANUARY 26, 1863.—Ordered to be printed.

Mr. ALDRICH, from the Committee on Indian Affairs, submitted the following

REPORT.

The Committee on Indian Affairs, to whom the subject was referred, would respectfully report:

That by a resolution introduced by Mr. Windom, and adopted by the House on the 1st January, this committee was directed to inquire into and report "the most speedy and economical mode of removing from the State of Minnesota all the Indians within her borders." The committee referred said resolution to the Secretary of the Interior, requesting him to examine the matter and recommend to the committee some plan for their removal.

In compliance with the request of the committee, the Secretary submitted a report suggesting a plan for their removal, which has been approved and adopted by your committee, and is herewith submitted, with a bill providing for the removal of the Sioux or Dakota Indians, and another for the removal of the Winnebagoes.

DEPARTMENT OF THE INTERIOR,
Washington, December 16, 1862.

SIR: Your communication of the 12th instant, enclosing the resolution of the House of Representatives, directing inquiry by the Committee on Indian Affairs to be made as to the most speedy and economical mode of removing beyond the limits of the State of Minnesota all the Indian tribes within the State; and also informing me that you had been directed by the Committee on Indian Affairs to refer the resolution to me, asking a plan for their removal, has been considered.

In reply, I have to state that after a careful investigation of the subject, made necessary by the recent Indian difficulties in Minnesota, it has been found inexpedient to attempt the removal of the Chippewas from the State. It is believed that their permanent home may, with more propriety, be established in that State than in any other State or Territory.

There has been no complaint of the Chippewas of the Superior, and it is not contemplated by this department to take any extraordinary action with reference to them. Some of the bands of the Chippewas of the Mississippi have been

guilty of depredations of an aggravated character, insomuch that measures of some severity have become necessary, one of which is the removal of all the scattered bands of these Indians to the vicinity of Leach lake, where they may be under the immediate observation of their agent, and the more easily controlled.

A treaty has been prepared under the direction of this department, to be submitted to said Indians, which it is believed they will assent to, and that the same may be ready for submission to the Senate for its action at its present session. Should the Indians execute the treaty on their part, it is believed that there will be no further complaint of them. Their home around the waters of the lakes, near the source of the Mississippi, is so far removed from the whites, and their routes to the Red river on the one hand, and to the Lake Superior on the other, that it can hardly be supposed that the whites will ever make any encroachments upon these Indians. With the Chippewas of Red lake and river, we have no treaty stipulations, and they scarcely recognize the authority of the United States. An earnest effort is now making to effect a treaty with them, by which they will agree to abandon the Red river country. It is hoped that the effort will soon be crowned with success. The Chippewas cannot be removed from the State without the employment of a large military force; neither would any substantial good be gained by their removal. They will be better located for their own comfort and security, and less injurious to the whites, in the State of Minnesota than they possibly can be elsewhere. There are small tracts of fertile lands in the locality intended for them, sufficient for all the agricultural wants of these Indians; the waters are well stocked with fish, and the wild rice is found in abundance in the lakes and marshes.

The Winnebagoes have a small territory of four and a half townships of land, designed for their permanent homes. It is situated in the county of Blue Earth, surrounded by settlers, with no natural boundary. These Indians are constantly exposed to collision with the whites, who now entertain, it appears, hostile feelings towards all Indians. It is due, however, to these Indians to say that recent investigations have failed to show that any act has been committed by them at all justifying the ill-will existing against them, and it is only for their security and advantage that I am induced to advise their emigration. It is with extreme reluctance that they will consent to leave their homes, and the government cannot be justified in requiring them to emigrate unless it can be satisfactorily shown that the Indians will be benefited thereby in everything that may relate to their security, happiness, and future prosperity.

From inquiries made of persons well acquainted with the country of the Upper Missouri river, it is believed that a location may be found for these Indians bordering upon the river Missouri and some of its tributaries, with at least two natural boundaries, of the quality as to wood, water, and adaptation to agriculture described in the bill herewith sent for your consideration, where the Winnebagoes may be established with better prospects of sooner being able to sustain themselves, independent of the government, than in their present location.

As the Winnebagoes are without any fault sufficient to justify any substantial complaint, it is but just that if the government requires their removal their new homes shall be donated to them without cost, and that they shall have the benefit of the sale of their present reservations, which it is supposed will realize to them, at least, $150,000; and to that extent it is to be hoped they will be benefited if they are required to remove from the State.

It but remains to notice the bands of Sioux remaining in the State. Those who are now in captivity in the vicinity of Fort Snelling are prepared and expect to submit themselves and their future abode to the will of the government.

The country immediately west of Big Stone lake in Dakota Territory has been described by persons acquainted as possessing many attractions calculated to make a suitable home for thess Indians; but as that locality is in the vicinity

of their present reservation, if they are established upon it, it is probable that apprehensions will continue to exist, both with the whites and the Indians, and ending in frequent collisions. And it being represented that there is an ample unoccupied country upon the Missouri river suitable for their habitation, where they can sustain themselves by their industry, it is thought the better plan to remove them there. To do this considerable sums of money will be necessary, so that they can support themselves by agriculture; and if it be determined to require them to leave the State of Minnesota, it is to be hoped that there will be no hesitation in making the amount adequate to the necessities of these Indians. It must be remembered that numbers who will be required to emigrate had no part or lot in the recent barbarities of the Sioux, but were passive in some instances; in others, active in protecting the whites. That they are now captives, because it was their misfortune to be of the Sioux, and that they are now, and if removed, forever to be deprived of the comfortable and substantial houses and improved farms on which they have lived and expected to continue for all time, according to the treaty with the United States.

Much discretion should be left with the Secretary to provide for those Indians to be removed. Common justice requires that those who are without fault shall be established in their new homes, and placed in as good condition as before.

The bill herewith, if enacted into a law, will acomplish the object desired.

Many of the Winnebagoes and Sioux are intelligent and industrious farmers, ambitious and proud of any success they may gain in that direction. Were these people skilfully located in a fertile district and properly encouraged, it is not unreasonable to expect that they will be enabled to produce sufficient of breadstuffs and the esculents to sustain themselves, and also the wayfaring who may be found in their borders; and when the approaching tide of white emigration shall reach them, that they will have become sufficiently enlightened to resist the torrent, and be found mingling among the mass of mankind with equal rights, acknowledged by all.

Economy will probably be best promoted by leaving the mode of removing these Indians, whether by land or by water, to the Secretary of the Interior. It will afford an opportunity to avail of the cheapest and most expeditious mode when the time arrives.

With many the power to remove these Indians without their consent will be questioned, basing their objections upon the treaties. If, however, the resolution now before the Senate, abolishing all treaty stipulations with the Sioux, shall be adopted, that will remove the difficulty, so far as they are concerned.

With the Winnebagoes, the 4th article of the treaty of April 15, 1859, provides that former treaties may be modified and changed by the President, with the assent of Congress. And it is expressed that this is to be done to render unnecessary any other treaty engagements between the parties.

But aside from these considerations, which it is believed render the proposed action unobjectionable, it is to be considered whether the policy of the government in treating with the Indians is to be continued. When it is considered that it is only a question of time and expense to obtain any treaty from any of the Indians that may be desired; that the money expended for the object is not often paid to those who are most deserving; that the Indians are not regarded as having the ability to protect themselves in the common dealings among men; that they are wards of the government—it appears to me to be quite absurd for the government to bargain with them for lands to which they have no title.

The time is now at hand when these tribes will perish if their habits of life are not changed. Their only hope of existence is in becoming agriculturists, and it is to be considered whether sound policy in this respect does not require that all the efforts of the government shall be given in that direction. Money annuities should cease to be paid to them to any extent; the bounties of the gov-

ernment should be bestowed in clothing, food, and agricultural implements, the building of houses, the employment of instructors in all branches of labor in which they are capable of being improved; and such system should be adopted as would necessarily compel them to labor.

Very respectfully, your obedient servant,

CALEB B. SMITH, *Secretary.*

Hon. CYRUS ALDRICH,
Chairman of Committee on Indian Affairs.

37TH CONGRESS, 3d Session. } HOUSE OF REPRESENTATIVES. { REPORT No. 14.

PAYMASTERS' CLERKS.

JANUARY 26, 1863.—Laid on the table and ordered to be printed.

Mr. MCPHERSON, from the Committee on Military Affairs, made the following

REPORT.

The Committee on Military Affairs, to whom was referred sundry petitions from paymasters and paymasters' clerks, praying for an increase of the pay of the latter, beg leave to report:

That they have given the subject thoughtful examination. The petitioners ask an increase of pay from the average of about $900, now received by paymasters' clerks, to that of a third-class clerkship, or $1,600 per annum. They also suggest that, in their opinion, the interest of the government would be benefited by granting them a "suitable rank according to their station."

Your committee do not underrate the importance of this class of officers, or undervalue the business qualities required for the proper discharge of their duties; and have reached a negative conclusion upon their petition solely upon public grounds. In the present condition of the finances they can consent to no increase of salary not manifestly just, or rendered necessary by peculiar circumstances. Some paymasters' clerks may be subjected to peculiar exposure, or to large expenditures, or their chief may be detailed upon difficult or hazardous duty; but such inequality must necessarily exist, and cannot be remedied by general legislation. On an average, it is not believed that the practical discharge of these duties involves, as stated in some of the petitions, any such injury to health, or considerable outlay, as calls for the remedy proposed. Your committee are not aware that any difficulty has been experienced in obtaining or in retaining competent and faithful persons for these positions at present compensation, which is $700 pay, 75 cents per day when on duty, and travelling expenses.

If it be true that clerks in other departments of government are paid salaries disproportionately high, the fact is rather an argument for the reduction of the former than an increase of the latter. In the opinion of the committee the burdens of the people are and will be so heavy as to make it the imperative duty of the legislative branch to reduce the expenditures to the smallest practicable limits.

As to the proposed creation of rank, it is sustained by the sugges-

tion that it "would then be necessary for paymasters' clerks at all times to act on honor, and be strictly accountable to the government for all those acts." Your committee do not believe that the clerks, as a class, require such a stimulus to the faithful performance of duty; and, besides, they are now responsible directly and immediately, not only to the government, but to their chiefs, whose supervision is constant and complete. Your committee look with disfavor upon any creation of rank—it being, in our opinion, open to doubt whether the non-military corps should not be deprived of rank rather than have it extended to new classes of persons. Until 1838 there appears to have been no authority to employ civilians as paymasters' clerks, but they were taken from the non-commissioned officers or privates, and received an extra allowance for the service. In 1838 it was provided that whenever suitable non-commissioned officers or privates could not be procured from the line of the army, paymasters were authorized, by the consent of the Secretary of War, to employ citizens, at salaries not to exceed $500. In 1848 the paymaster general was authorized to allow any paymaster's clerk an annual salary of $700. In 1852 they were allowed one ration per day, which, by special legislation, was commuted at seventy-five cents, being over three times the average value of the ration at that time.

In our volunteer army there are very many persons—some doubtless who are disabled from active duty—entirely competent to fill these positions; and if the refusal of Congress to increase the pay of this class of officers should result in general resignation, it would be easy to supply substitutes from a deserving class, at a less expense to government, and with all the securities which a definite enlistment in the service will provide. Your committee beg leave, for these reasons and others which might be given, to report back these petitions with a recommendation that their prayer be not granted.

37TH CONGRESS, 3d Session. } HOUSE OF REPRESENTATIVES. { REPORT No. 15.

ABRAM G. SNYDER.

[To accompany Bill H. R. No. 697.]

JANUARY 26, 1863.—Ordered to be printed.

Mr. BUFFINTON, from the Committee on Military Affairs, made the following

REPORT.

The Committee on Military Affairs, to whom was referred the memorial of Abram G. Snyder, praying for compensation for the invention of a bullet machine now in use in two of the United States arsenals, have had the same under consideration, and beg leave to report:

The memorialist, Abram G. Snyder, is the foreman of the finishing shop in Watervliet arsenal. In the month of June, 1858, (as Major Mordecai, commandant of the arsenal, writes to the Secretary of War in a letter submitted to your committee with the memorial,) the bullet machines then in use having become inadequate to the demands, and Major Mordecai thinking that perhaps some improvements might be made, that officer called the attention of Mr. Snyder to the matter, and left it in his charge.

Mr. Snyder commenced experimenting at his home, after working hours, and without any expense whatever to the government. By June, 1859, he had invented the machine for which he now asks compensation, had prepared the plans and patterns, put up the first machine, and put it in successful operation.

Since that time his machines have been constantly in use in Watervliet arsenal; and they have also been introduced into the Washington arsenal. No money has been spent in experiment or alteration since. The patterns made for the first machine have been used in building every subsequent one.

From the concurrent testimony of Major Mordecai, commandant of Watervliet arsenal; of Brevet Colonel Huger, and Brevet Major Hagner, United States army, appointed a commission by the Secretary of War, February 28, 1860, to examine the several bullet machines in use, and report upon their respective merits; and of Captain George F. Balch, ordnance corps, United States army, on duty in the Ordnance office at the War Department, it appears that the machine is of great value, and decidedly superior to any other yet invented for the same purpose.

Major Mordecai states that the best result attainable with the machines formerly in use in the arsenal, was the production of 1,000 bullets per hour, while with this machine over 4,000 per hour can be produced. He also states that its principle is quite different from that used in the old machine; that it is much simpler, cheaper, more compact, and more durable.

Colonel Huger and Major Hagner make an elaborate comparison between this machine and one in use at the Frankfort arsenal, concluding with the statement that Mr. Snyder's machine produces bullets, of a uniform size and weight, about three times as fast as can be done with the other; that the work is better done, and that it does not require so careful or skilful attendance.

And Captain Balch certifies that the machine is of such excellence as to have been adopted in two of the principal arsenals in the charge of the ordnance department; that it is simple in its construction, does not easily get out of repair, can be run by any intelligent workman, and serves excellently for the manufacture of either round or elongated balls in large quantities.

The inventor of the machine has not received a dollar for either its invention or its subsequent use. Although invented and perfected after working hours, the fact of its inventor being in government employ precluded him from securing for it letters patent, by which there is no doubt that he could have realized a liberal reward.

From May 1, 1861, to December 1, 1862, a period of nineteen months, the saving to the government by the use of this machine instead of that formerly in use, has been, in the Watervliet arsenal alone, one hundred and sixteen thousand one hundred and eighty-four dollars, ($116,184.) The saving in other arsenals during the same time cannot be given. The sums hereafter to be saved in like manner will, of course, be limited only by the demands made upon the machine by the wants of the service.

In view of all these facts, and of others which have been brought to their attention, your committee respectfully report that, in their judgment, the prayer of the memorialist is a reasonable one and ought to be granted; and they recommend the appropriation of the sum of fifteen thousand dollars ($15,000) as a just compensation to Mr. Snyder for his service to the government in the invention and perfection of the machine.

All which is respectfully submitted.

37TH CONGRESS, 3d Session. } HOUSE OF REPRESENTATIVES. { REPORT No. 16.

ORDNANCE DEPOT ON TIDE-WATERS OF NEW YORK HARBOR.

[To accompany Bill H. R. No. 597.]

JANUARY 26, 1863.—Ordered to be printed.

Mr. DUNN, from the Committee on Military Affairs, submitted the following

REPORT.

The Committee on Military Affairs, to whom was referred the House bill No. 591, to establish an arsenal and ordnance depot on the tide-waters of New York harbor, have had the same under consideration, and beg leave to report:

That they have received from the House, in connexion with the bill, the following letters from the Secretary of War, the chief of the Ordnance bureau, in the War Department, and the chief of the engineer corps, United States army:

Letter from the Secretary of War.

WAR DEPARTMENT,
Washington City, December 8, 1862.

SIR: In my annual report, dated 2d instant, I called special attention to the necessity of providing additional means for the storage and preservation of ordnance supplies, as recommended in the report of the chief of ordnance. I have since received a special report on this subject by the chief of ordnance, corroborated by one from the chief engineer, which I submit herewith to your committee, and to which I request their attention. After careful consideration of the subject, as presented in these reports, I am convinced that the measures proposed, as therein specified and explained, are of great importance to the military service, and are demanded by the public interest, and that the proposed mode of effecting them is sustained by strong and sound arguments. Besides their importance in a military point of view, it is believed that they will subserve the end of true economy, by saving in the cost of manufacture, preservation, and transportation of ordnance supplies a greater sum than will be required to procure the grounds and establish the arsenal, depot, &c., as proposed.

The want of such means as it is now designed to provide has been seriously felt, particularly of late, and has caused both delay and expense, which they, if at hand, would have prevented; and the evils, as shown by past experience, to result from such want will be increased in the future if it be permitted to continue.

It is therefore urgently recommended that the requisite legislation may be

had to enable this department to commence promptly the execution of the necessary measures to provide them.

Respectfully, your obedient servant,

EDWIN M. STANTON,
Secretary of War.

Hon. A. B. OLIN,
Chairman Committee on Military Affairs, House of Representatives.

Letter from the chief of the Ordnance bureau.

ORDNANCE OFFICE,
War Department, Washington, December 3, 1862.

SIR: In my annual report of the principal operations of the Ordnance department during the last fiscal year, I adverted to the insufficiency of the ordnance depot on Governor's island, in the harbor of New York, and stated that a preliminary examination of other sites in that neighborhood had been ordered, the report of which, when received, would be made the subject of a special communication.

I have the honor to submit the following report on that subject:

The exigencies of the present war have demonstrated the necessity of enlarging the permanent means of the government for providing promptly artillery, small arms, ammunition, and other ordnance stores required for the supply of a large army. The arsenals existing at the beginning of the rebellion had been constructed, at various times, on a scale deemed sufficient for supplying all anticipated wants of the country as shown by previous experience. But the sudden change from an army of fifteen or twenty thousand men to one of seven or eight hundred thousand found the arsenals of the country wholly unprepared to meet at once such an extraordinary increase of demand as forty-fold. The private manufacturing establishments of the country were, therefore, of necessity resorted to. These, with such extensions of the public arsenals as were practicable under the circumstances, have enabled the department to meet the urgent wants of the service, but not so completely and perfectly as it is accustomed to do, and desires to do in all cases. Supplies obtained from private establishments, produced in great haste by persons inexperienced in such fabrications, were generally, as was to be expected, of an inferior quality to those fabricated at our own arsenals; the urgency of the demand not unfrequently compelling the acceptance of such articles.

The point at which the greatest embarrassment has been felt for the want of adequate arsenal facilities is the city and harbor of New York. The resources and convenience of that port for supplying transports for stores and for military expeditions by sea, as well as the facilities offered by its great commercial market for obtaining military supplies, give to that place the highest importance as an arsenal location. The present arsenal there is of very limited capacity. It occupies a contracted site on Governor's island, in the harbor, adjoining one of the forts; and, owing to its position on a small island, the surface of which is covered mostly by important fortifications, it is not susceptible of any adequate enlargement. It is therefore proposed to relinquish that position and to erect a capacious arsenal elsewhere in some secure and convenient position on the waters of New York bay,

An arsenal in that neighborhood should consist of—*First.* A large depot for storing ordnance, arms, and ordnance stores of all kinds in a secure position, conveniently accessible at all seasons of the year to vessels of the largest class. *Second.* Workshops and machinery for manufacturing ordnance supplies of

assembled and stored, and from which they are to be distributed by
land conveyances, it requires as essential conditions that its site shall
ition conveniently accessible to large vessels, and in the immediate
the usual resort of such vessels in the harbor; and also that it shall
convenient reach of railroads.
nufacturing arsenal, workshops, gunpowder magazines, and the
ing grounds may be in another but not remote posi ion, provided it
tly near to be able to send its manufactured articles to the distributing
convenience and celerity.
ble site for a large depot of stores is found in New Jersey, on the right
e Hudson river, above and adjoining Hoboken, opposite to the city of
. This site has deep tide-water in front, and is easy of access to any
ich can enter the harbor of New York; it is above all the fortifications
r the defence of the city and harbor, and is therefore secure from any
m the sea until after all the forts defending the city and harbor shall
subdued. It has a water front of three-fourths of a mile, and extends
a mile from the river. Wharves and docks to any useful extent
laced in deep water along the river front. A high hill close at hand on
of the tract will supply the material for filling the wharves, and for
the site in front. The position is about a mile and a half from the
of a railroad leading to Newark, and is about being connected with
, which will bring it into a direct connexion with the great system of
extending inland along our entire Atlantic coast and northwestern lakes,
e Mississippi.
efore possesses all the qualities required for the site of a large depot of
arms, and other ordnance stores. The site being so near the city of
k, (only about three and a half miles from the City-Hall centre,) the
course, commands a high price. The water-front shore-line, with the
of building wharves and docks from the shore to the deep-water line,
mits the extension of shore improvements, will cost about fifty-three
er lineal foot along the river, in addition to the cost of the land. For
lying between the shore-line and the high ground in the rear the price

l, so that the operators may see the whole of the space between the cannon the most extended range of the projectiles, in order that they may note the on which the latter strike, to recover and examine them and to measure r ranges. The field should also be free from dwellings or inhabitants, so neither persons nor property may be endangered by the flying projectiles. this purpose the tract should be about one mile in width and six miles in th.

ince the plan of firing explosive shells from large cannon for long ranges was oduced, within a few years past, the military service has been greatly em- assed for the want of a firing ground with a long land range. None of our nals are provided with such grounds, and none that were suitable have been d in their vicinity. In cases where some distant position was resorted to for erimental firing, at much inconvenience and expense, and the firings had been menced, further proceedings have been forbidden by injunctions from the ts, at the instance of some timid or causelessly alarmed inhabitant of the hborhood, or with a view of compelling large payments for the privilege of pleting the experiments.

rom the recent introduction of this new feature of artillery firing, the question hat are the best methods of insuring successful results still remains undeter- ed, and further experiments are indispensable to a proper knowledge of the ect. In this period of active improvements in the construction of military pons our service cannot afford to rest listlessly indifferent to this or to any r important feature in the science of gunnery, while artillerists in all other ghtened countries are assiduously investigating and perfecting their knowl- of it, and are provided by their governments with all the requisite means facilities for this purpose. The fate of forts, armies, navies, and of nations be decided by a new improvement in a destructive weapon possessed by one gerent in advance of his antagonist. An incident of the present war has ed in a striking manner the importance of possessing a superior weapon: n the terribly destructive career of the Merrimack was suddenly arrested, the tide of victory turned, by the opportune presence of the Monitor. An ligent assurance of success in any projected improvement in gunnery can be y founded only upon previous experimental firing. Without this we must ontent either to remain stationary in the use of old or unimproved weapons, e in all other services new and superior methods are used, or, if we venture anything new, we must take it into battle without certain knowledge of its erties, at the perilous hazard of disastrous failure. For these reasons a ble experimental firing ground, in connexion with a manufacturing arsenal, the highest importance to the successful progress of the ordnance service he large extent of salt marsh flats lying north of Newark bay, and between Hackensack and Passaic rivers, offers a suitable site for this purpose. The is uninhabited and of little value, being used only for cutting, once in a , the coarse grass which grows upon it. A tract bounded on the east by kensack river and south by Newark bay and the Passaic river, of about mile in width and six miles long, can be obtained for twenty dollars per This tract is peculiarly favorable for an experimental firing ground, be- e it affords facilities for firing on land or water, or over both at the same , which is, in some cases, essentially necessary for accomplishing the chief ose of the experiment.

djoining this tract on the west and bordering on the Passaic river, about two s above the city of Newark, the ground is elevated, and well adapted to the ose of an arsenal of construction, and can be purchased for about two hun- and fifty dollars per acre. This site is about eight miles from New York, being near the city of Newark, where there are extensive manufacturing blishments of all kinds, materials and skilful workmen may always be readily d either from New York or Newark.

The rivers Hackensack and Passaic are navigated by vessels

of eleven or twelve feet draught, which afford great facilities for obtaining supplies of materials of all kinds. The construction of a railroad one and a half mile long will connect the arsenal with the railroad system of the country, and with the proposed depot on the Hudson river at Hoboken.

A perpetual right to transport stores over the railroad between Newark and Hoboken, which is traversed by fifty trains of cars daily, can be obtained on fair terms. This site is perfectly secure from foreign attack, for in the event of iron-clad vessels being able to pass the forts erected for the defence of the city and harbor of New York they would be unable to approach the arsenal, for the want of a sufficient depth of water.

Large magazines, for the storage of gunpowder and ammunition, may be located on some portions of the firing ground tract, to great advantage, where they would be remote from habitable ground, accessible from the arsenal laboratories, and out of all danger from experimental firing.

The title for the proposed site for the depot on the Hudson, at Hoboken, can now be obtained from a single person, and that for the arsenal, on the proposed site near Newark, can be obtained from another person. This will much diminish the difficulty of obtaining possession of the proper sites. But it is not probable that land of so much value and of such usefulness and demand for other purposes will remain long unsold or unoccupied. In view of this fact, and of the present urgent necessity for the government possessing a capacious establishment in the vicinity of New York harbor, adapted to the purpose herein set forth, I do earnestly recommend that the proper measures be adopted for accomplishing the objects proposed with as little delay as practicable.

An estimate of the amount necessary to be appropriated is herewith respectfully submitted.

Respectfully, your obedient servant,

JAMES W. RIPLEY,
Brigadier General and Chief of Ordnance.

Hon. E. M. STANTON,
Secretary of War.

Estimate.

For the purchase of sites and the establishment of an arsenal depot, magazine, and experimental firing ground on the waters of New York harbor, $886,500.

REMARKS.

The details and explanations of the foregoing estimate are as follows, viz:

For the purchase of sites for an arsenal and depot of ordnance stores in New Jersey, adjacent to the harbor of New York, and for commencing the erection of wharves and buildings thereon, viz:

For 3,000 lineal feet of water front on the Hudson river, near Hoboken, for wharves and docks, at $53 per foot	$159,000
For fifty acres of land lying next to the water front, at $4,000 per acre	200,000
For sixty acres of land on the adjacent high ground, at $3,500 per acre	210,000
For one hundred and fifty acres of ground, near Newark, for arsenal buildings and workshops, at $250 per acre	37,500
For four thousand acres salt marsh flats, for experimental artillery firing grounds, and for gunpowder magazines, at $20 per acre	80,000
Amount for land	686,500
For building wharves and docks, and for commencing the erection of storehouses, workshops, and gunpowder magazines thereon	200,000
	886,500

Letter from General Totten.

WASHINGTON, *December* 6, 1862.

DEAR GENERAL: I have read, as requested, your letter to the Secretary of War, urging the necessity of acquiring in the harbor of New York, and in close proximity to the city, a considerable surface of ground as a site for manufacturing and storing the various articles that your department has to supply to the military service; the same to have a deep-water frontage for shipments, and to be adjacent to an extended range for experimental and proof firings with large guns.

Your letter, it seems to me, presents the necessity very plainly and strongly; and so far as I can judge from a general knowledge of the ground, and an examination of a map of that part of New Jersey, your selection of sites is judicious in reference to the particular objects in view, and especially to the great advantage of having at command the vast amount of material and the great manufacturing power of the cities of New York and Newark.

I know well how narrow are the limits of your present establishment on Governor's island, and the impossibility of extending them without interfering injuriously with the defence of the harbor, for which the island was at first devoted and should always be carefully reserved; and in this connexion it is not improper for me to say that I considered it my duty years ago to contend in behalf of the efficiency of the fortifications thereon against even the present magnitude of the ordnance establishment on the island.

The power to create, to accumulate, and to distribute, as is your function, the aliment of war, which it must have or die, must not be jeoparded by the want of some acres more or less of ground, nor for want of dollars more or less in amount. All your estimate asked for would hardly build and equip a line-of-battle ship, that in a few years would double her first cost or be broken up.

I sincerely trust that Congress may *promptly* grant all that is required to carry out, most fully, your design; and of this, supported as it is by the enlarged views of the Secretary of War, I think you have reason to be sanguine.

I am, dear general, very respectfully, your obedient servant,

JOS. G. TOTTEN.

General RIPLEY,
Chief of Ordnance, Washington.

The facts embodied in the above correspondence, as well as information derived from other sources, have convinced your committee of the propriety and necessity of the proposed measure.

They therefore beg leave to report the bill back, and recommend its passage.

37TH CONGRESS, 3d Session. } HOUSE OF REPRESENTATIVES. { REPORT No. 17.

BRANCH MINT IN NEVADA TERRITORY.

[To accompany Bill H. R. No. 663.]

JANUARY 26, 1863.—Ordered to be printed.

Mr. STRATTON, from the Committee of Ways and Means, made the following

REPORT.

The Committee of Ways and Means, to whom was referred that part of the report of the Secretary of the Treasury commending "to the consideration of Congress the expediency of establishing an assay office or branch mint at some convenient point in Nevada Territory;" also House bill No. 663, entitled "An act to establish a branch mint of the United States in Nevada Territory," respectfully report:

That, in the opinion of the committee, there is an urgent necessity for a branch mint in said Territory. From the report of the Secretary of the Interior, in answer to a resolution of Congress calling for information upon the mineral resources of that Territory, it appears that the gold and silver mines there are found stretching from the Washoe, in the southwestern part of Nevada, across the Territory from west to east, and radiating in northerly and southerly directions from the great central discoveries of Washoe. The principal clusters of gold and silver discoveries are in the counties of Washoe, Storey, Lynn, and Oransby, surrounding Carson City, the capital of the Territory. Extending south some thirty or forty miles from Virginia City and Gold Hill, between the forks of Carson river, has been discovered what is known as the "Silver mountain." About ten miles have been staked off, in which it is said that ore has been discovered, running to a great depth, and rivalling in richness that found in any other district on the eastern slope. Still further south, on the western side of the Territory, the Esmarada and Van Horn mining districts are found. Here the discoveries of ore have warranted expensive processes of working. Returning to the central discoveries around Carson, and travelling due east across the Territory, at a distance of about 177 miles from Carson, near the extreme eastern part of Nevada, the Reese river mining district is found, and still further is the Simpson Park district, both abounding in rich discoveries of gold and silver ore. Near the geographical centre of the Territory, and surrounding it, are the Humboldt, Eldorado, Echo, Sacramento, and

several other mining districts. The Humboldt, especially, is believed to be of great richness in mineral product.

In August last it was estimated that there were one hundred and forty mills in operation in the Territory, and it is fair to presume that at the present time the number has been increased to two hundred. The discoveries of the precious metals in Nevada warrant the belief that in a few years it will in that respect surpass even the "golden State." The first discovery of rich quartz leads in this Territory was in June, 1859. The fact was not generally known until September of the same year. A population of some thirty or forty thousand now people the Territory, and millions of dollars have been expended in prospecting and working the mines, erecting quartz mills, with massive reducing machinery and ingenious separating processes. Several thriving towns and numerous villages have sprung up. The great business of the Territory is and must be mining.

A very small portion of the soil is adapted to agriculture. All the supplies for the western part of the Territory are drawn from California. The most valuable mines are veins or loads of quartz, generally dipping into the earth at an angle of about forty-five degrees, from four to eight feet in width, frequently containing from one to three veins of rich ore, varying in width from one to twenty feet. Such are found in the Comstock mine, at Virginia City, and at Gold Hill. These mines are found by the practical and energetic "prospectors," and they are generally well paid for their labor. Shafts sunk or tunnels run, to strike deeper in such places, develop richer products. The solid ledges generally yield richer qualities of ore, but require great labor and expense to work them. The machinery used in working the solid ledges is generally made of iron, of great strength, and is manufactured at San Francisco, and freighted thence to Sacramento in vessels, from whence it is carried overland across the mountains.

The expense of transportation is, of course, very great. It is estimated that the cost of these mills averages about $30,000. There are two exceptions, however: The mills of "Gould, Curry & Co.," and of the "Ophir Company," which it is said cost $1,000,000 each. The entire cost of the mills in use in the Territory in August last, was $6,200,000.

The mines are of a permanent character, and the richness of the veins increase as the bowels of the earth are penetrated. The rich yields will not be likely to cease so long as drainage can be effected by pumping or tunneling.

The estimated yield of gold and silver in the Territory at the present time, is $2,000,000 per month, with a constant prospect of an increase, as new machinery is put in operation.

There seems to be a necessity for the establishment of a mint in a region so central and so rich in the precious metals. An additional reason may be urged from the peculiar situation of the Territory, and its dependence on distant markets, from whence all its supplies are drawn. All the supplies of food, clothing, machinery, &c., are imported into the Territory. But little, save the precious metals, is

produced in the Territory. Payment for these supplies, and the necessary transportation, is made in the Territory.

The cost of transporting the bullion from the mines to California is from five to six per cent. The returns are received in about thirty days, with an additional cost of two per cent. in carrying back the coin. The transportation of silver is still more expensive. The bullion used in commerce can be shipped abroad in that shape as well, if not better, than in coin. The coinage of the amount that would find its way out of the Territory, in payment of supplies and transportation, it is believed, will reach at least half a million per annum. Notwithstanding this yield of precious metals, the people of the Territory are barely paying their way. A large proportion of the population is yet engaged in prospecting and opening the mines, and getting up the necessary machinery to work them. The whole country will be greatly benefited by a speedy development of these mines. A market will at once be opened for all kinds of manufactured goods. Very many of the miners are compelled to have their stock worked in mills doing custom work. They sell much of their bullion to dealers, at a discount, to enable them to raise means to procure their own machinery. They cannot wait until it is carried to San Francisco and returned.

The business taken to San Francisco is beyond the capacity of the mint there, by reason of the new discoveries.

This is more especially the case in the article of silver. The mines of Oregon and Washington Territory have largely increased the work of the mint at San Francisco, and it is believed that a large appropriation must be made to increase the capacity of the mint at San Francisco, or a new mint established to meet the events of the Pacific coast and the interior country. The latter is recommended. The following statistics, taken from a report made in October last, by T. D. Judah, esq., chief engineer of the Central Pacific railroad, giving the estimated revenue of the road, shows the immense amount of transportation in Nevada Territory, and its annual products of gold and silver:

Actual count of travel on the Placerville wagon road to Washoe and Nevada Territory for eight weeks, ending October 10, 1862.

Number of stages bound up	169
Number of stages bound down	171
Number of buggies bound up	61
Number of buggies bound down	46
Number of stage passengers up	1,287
Number of stage passengers down	785
Number of travellers, other than stage passengers, up—riders, footmen and in buggies, (including emigrants)	1,288
Number of travellers, &c., down	2,508
Loose stock of all kinds up	573
Loose stock of all kinds down	434
Number of teams bound up	5,142
Number of teams bound down	4,464

Number of animals in teams up	22, 728
Number of animals in teams down	22, 803
Number of pounds of freight up	19, 386, 200
Number of pounds of freight down	.....

Teamsters are not included in the above return.

RECAPITULATION.

	For eight weeks.			For one day.		
	Up.	Down.	Total.	Up.	Down.	Total.
Number of stages	169	171	340	3	3	6
Number of buggies	61	46	107	1	1	2
Number of stage passengers	1,287	785	2,072	23	14	37
Number of travellers, footmen, and in buggies	1,287	2,508	3,790	23	45	68
Number of loose stock, all kinds	573	434	1,007	10	8	18
Number of teams	4,142	4,464	8,600	74	80	154
Number of animals in teams	22,788	23,003	45,591	407	407	814
Number of pounds of freight	19,286,200	.....	20,000,000	346,185	.....	357,000
Number of tons, of 2,000 lbs	9,683	.....	10,000	173	.....	178

From which it appears that the daily average of loaded teams bound up is	74
The number of tons of freight transported daily up is	178
The number of stage passengers both ways is	37
The total number of travellers, including stage passengers	105

Allowing 18 days as the average time of a trip, and the number of teams and teamsters employed, amounts to 2,772, and of animals, 14,652.

At the present date, October 22, 1862, the price of freight is seven to eight cents per pound.

Estimating the yearly average of freight over the Placerville road to be 120 *tons per day*, at an average price of *six cents per pound, and the total amount paid for freight alone, amounts to* $5,256,000 upon this one road.

A four horse, or mule team, which makes the trip in about sixteen days, pays for tolls $22 75; a six horse or mule team pays $30 toll. Averaging the time at eighteen days, the tolls at $25 per trip, and we find that the enormous sum of $693,000 per year is paid for tolls by freight teams.

The returns show that the stages average 37 passengers per day, which, at $30 per passenger, amounts to $405,150. It is believed, however, that the total receipts of the stage line exceeds this sum.

It will be observed that 68 additional travellers per day, or nearly double the number carried by stage, pass over this road, at least one-half of whom would probably take the cars were a railroad completed.

From an entirely reliable source I have ascertained that the total amount of silver bullion brought down by Wells, Fargo's Express, for the ten months of 1862, is over 150,000 pounds, and may be safely stated at 200,000 pounds for the entire year.

Its value is not, of course, known, gold being mixed with it. but it is safe to estimate it at $30 per pound, or a total value of $6,000,000.

This is only what comes by express, and does not indicate the amount actually taken out, and retained there, or sent down by private conveyance.

It is estimated by Wells, Fargo & Co. that this amount will be doubled for the year 1863, and in 1866 reach twenty-five millions of dollars.

Carson city, from the fact that it is the central point of a vast area of mineral wealth, and that it is peopled by an industrious and loyal people, would indicate it as being the proper point for the establishment of a branch mint. In view of the facts above stated, of the recommendation of the Secretary of the Treasury, and of the united opinion of the Pacific delegation in its favor, the committee report back the bill with an amendment, and a recommendation that it do pass.

All of which is respectfully submitted.

37TH CONGRESS, 3d Session. } HOUSE OF REPRESENTATIVES. { REPORT No. 18.

AMOUNTS DUE CHIPPEWA AND OTHER INDIANS.

JANUARY 29, 1863.—Ordered to be printed and recommitted to the Committee on Indian Affairs.

Mr. EDWARDS, from the Committee on Indian Affairs, made the following

REPORT.

The Committee on Indian Affairs, to whom was referred a letter from the Secretary of the Interior, transmitting "a report of the amounts due the Chippewa, Ottawa, and other Indians now residing in the State of Michigan," having examined said report with much care, report back the same with the following report in relation to it:

By the act of Congress approved March 2, 1861, the Secretary of the Interior was directed to examine and report to Congress what amount, if any, is due to the Chippewa, Ottawa, and Pottawatomie Indians residing in the State of Michigan, under and by virtue of the treaties of July 29, 1829, September 26, 1833, and articles supplementary thereto of September 27, 1833, and under the treaty of the 5th and 19th of June, 1846, with the Pottawatomie nation of Indians; and also to report whether there is any money or property heretofore payable to said Pottawatomie nation under and by virtue of the treaty of October 26, 1832, and other treaties, which has not been appropriated and paid, and if any, what amount.

The letter of the Secretary before referred to, enclosing the report of the Commissioner of Indian Affairs, referred to, is responsive to this act.

By this report it appears that a long and laborious investigation has been made into all the recorded transactions between the government and the Pottawatomie nation, extending back to the earliest treaty between the parties, made in 1795.

The stipulations on the part of the government in that and in each of the subsequent treaties mentioned in said report, for the payment of money, goods, and other articles of property usually paid and furnished to Indian tribes in consideration of their cessions of lands, and of stipulations on their part, have been carefully collated; and, per contra, all payments of money, and all deliveries of articles of the description aforesaid, in pursuance of said several treaties, have been

ascertained, as is supposed, and the balances due, as stated in the said report of the Commissioner, have thus been raised.

The report, in connexion with a supplementary letter, finds that there is now due to the Pottawatomie nation the following:

For deficiency in payments required by treaty stipulations from 1819 to 1861		$69,507 56
For deficiency of the following articles stipulated to be furnished by said treaties, to wit:		
11,000 pounds of tobacco, at 10 cents	$1,100 00	
567 pounds of iron, at 7½ cents	42 52	
855 pounds of steel, at 25 cents	213 75	
672 pounds of salt, at $4 per barrel	2 00	
		1,358 27
For deficiency of out-fit of emigrating Indians, by treaty of October 26, 1862		28,442 92
For commutation for self-emigrating Indians, by same treaty		62,590 00
		161,898 75

The committee have not only examined the Commissioner's report with care, but have made some examination of the data collected on which his conclusions are based, and have possessed themselves with such further information as they could obtain by a personal interview.

They were slow to believe that so considerable an amount as that above stated could have accumulated against the government by a failure to fulfil from time to time, through a long series of years, its plain treaty stipulations with a single Indian tribe. Nothing, however, in their examinations came under their observation or to their knowledge to enable them to disprove any of the items to the credit of the Pottawatomies contained in the exhibit by the Commissioner; they are, therefore, constrained to accept them as verified and established according to the statements in the report, and to recommend the adoption of the accompanying resolution:

Resolved, That the Committee of Ways and Means be instructed to incorporate in their general appropriation bill for the expenses of the Indian department an appropriation of the sum of one hundred and sixty-one thousand eight hundred and ninety-eight dollars and seventy-five cents, to be paid to the Pottawatomie nation of Indians, in full satisfaction of their claims for deficiencies of payments under all treaties made with them from the year 1795 to the present time.

ITH CONGRESS, 3d Session. } HOUSE OF REPRESENTATIVES. { REPORT No. 19.

J. C. G. KENNEDY.

JANUARY 29, 1863.—Laid on the table, and ordered to be printed.

Mr. WILSON, from the Committee on the Judiciary, made the following

REPORT.

The Committee on the Judiciary, in the case of J. C. G. Kennedy, referred to them for investigation, report:

That said J. C. G. Kennedy is the author of the letter embraced in the resolution of the House; that he still holds office under the United States as Superintendent of the Census.

The committee herewith report the testimony taken in the case to the House, and ask that the same be printed, and that the committee be discharged from the further consideration of the subject.

Testimony in the investigation of the case of J. C. G. Kennedy.

Question. (By Mr. Wilson.) The letter shown in manuscript now—is that your original letter to Mr. Thompson?

WASHINGTON, *April* 9, 1861.

MY DEAR MR. THOMPSON: As it is almost a daily inquiry at home, "have you written to Mr. Thompson?" made by my wife and daughters, and as my own feelings prompt me to drop you a line, I have determined to avoid further questioning, and acquit myself to my conscience by writing.

I continue to hold my position, notwithstanding newspaper statements to the contrary. I have not yet spoken to the new President, but Mr. Smith has assured me that, unless interfered with by a higher power than he, I will remain undisturbed. I have taken no steps to fortify myself, determined that if removed the record will not show that I have made efforts to be retained. Mrs. Kennedy often talks of you, and seems to take real pleasure, whenever a word is said of the last administration in her presence, to avail herself of the opportunity to say something favorable to you; in fact, she feels lively gratitude for your kindness to her husband, and will never cherish any other sentiment. The force in this office remains almost precisely as you left here. About twelve or thirteen have been removed for not being efficient, but the character of the clerks generally protects them from complaint, and Mr. Smith does not seem disposed to make injudicious changes. In proportion to our number we have experienced less change than any other bureau. I hope it may thus continue until we are compelled from necessity to reduce the force. Four returns of the census, two from Louisiana and two from Texas, will probably never be received in the present condi-

tion of affairs. They will not much longer be waited for, and the proclamation of members of the House of Representatives will be made regardless of their absence. They would not in any way affect the result in any State.

I know nothing of the views of the administration regarding the all-absorbing matter of the condition of the country. I believe it is intended to send a merchant vessel to Charleston harbor with provisions for Fort Sumter; should she be repelled, I do not know what is the intention of the powers that be. I believe the armament at sea is destined to Texas—a portion, perhaps, for Fort Pickens. God grant that we may soon be united in the ancient bonds of amity, and be spared the carnage of civil war. My family all desire to be affectionately remembered to you and to Mrs. Thompson,

With undiminished esteem, ever faithfully, your friend and obedient servant,

JOS. C. G. KENNEDY.

Hon. J. THOMPSON.

Answer. It is. The letter bearing my signature, dated Washington, April 9, 1861, and addressed to honorable Jacob Thompson, Oxford, Mississippi, was written by me. With regard to that communication I desire to make a statement, as follows:

STATEMENT.

The letter bears internal evidence of being my first communication with Mr. Thompson after his departure from the capital, as well as that it was induced by suggestions from members of my family, as by a sense of duty and respect to my then late superior in office, who had appointed me in opposition to the wishes of influential men of his party, contrary to the suggestions of the President, and retained me in the face of much opposition from various quarters.

The only facts whereof it gives information are such as related to the administration of the Census office, and were quite proper to be communicated to any one supposed to feel interest in the operation of the bureau. No opinion is expressed of the acts of the late administration, nor any terms of commendation or exception applied to any member thereof.

Incidental allusion only is made to an "armament at sea," which must develop its destination before a letter could reach Oxford by due course of mail. The daily papers of the country had previously given full accounts of its force and time of sailing; and as telegraphic communication with the south had not then been interrupted, it is not an unreasonable supposition that at the time of my writing the facts were as well understood in Mississippi as in Washington.

Regarding the opinion expressed in my letter, of the intention of the government "to send a merchant vessel to Charleston harbor, with provisions for Fort Sumter," the opinion was communicated subsequent to the time when our authorities had officially informed the so-called confederate government that such was their intention, and subsequent to newspaper publication of the fact.

In view of all the circumstances, I have no regret to express for having performed what seemed my duty in writing to Mr. Thompson, and my only sorrow arises from realizing that he yielded to the de-

mands of those inimical to an united country. Inasmuch, however, as the introduction of the resolution of inquiry implies a doubt as to the propriety of my sentiments and acts while holding office, and is so construed by the public, I feel that I have a claim to the indulgence of the committee in soliciting such an investigation as will enable it to make a report upon my principles and conduct which will leave no doubt upon the mind of any one regarding my fidelity to the Constitution and my efforts to preserve it.

JOS. C. G. KENNEDY.

Question. Did you know anything of Mr. Thompson visiting North Carolina in the early part of the winter of 1860?

Answer. Yes.

Question. What was the purpose of his visit?

Answer. Mr. Thompson sent for me to come to his room. He said "Kennedy, Governor Pettus has appointed me a delegate from Mississippi to consult the legislature and people of North Carolina," and used these words: "Egad, I don't know if it is or not a trap for me;" that he, Mr. Thompson, had mentioned it to Mr. Buchanan, who had no objection to his going. "But," he continued, "when I get there I'll act independently, and present the views I always have expressed. I am opposed to secession. I will so declare myself there. I believe the southern people have the right to meet in convention and determine what course they will pursue if the incoming administration adopts the policy contemplated by its enemies." He also cursed South Carolina for her hasty and independent action. He prepared a long, written statement to the people of North Carolina, which was printed. A copy of what he said would be his statement Mr. Thompson exhibited to me before he went there, and, if he did not change it, I think you will find it, as printed, containing ideas about as above stated. I looked then upon Mr. Thompson as good a Union man as myself. I suggested some changes in his letter to the legislature of North Carolina, as, in my opinion, there were views expressed inconsistent with his professed convictions and at variance with what I believed his real opinions. I understood him to favor a convention of the southern people, to determine upon a policy or course of action to be pursued under certain contingencies, and this, he said, was as far as he would go. I gave it as my opinion that no such convention should be held, as it implied resistance; that it was time for them to convene when overt acts were committed.

Question. Did he mean resistance to the general government by force of arms? Did he make that impression?

Answer. I think only professedly, to give themselves a moral weight. I am of the opinion that he expressed the idea that there might be revolution without war. I know we differed on this point as well as others.

Question. Do you know anything of this commission from the governor of Mississippi to Mr. Thompson?

Answer. I never before saw the commission.

(The commission is a printed document, with blanks filled by writing, and bears attached to it the seal of the State.)

Copy of commission referred to above.

STATE OF MISSISSIPPI.

John J. Pettus, governor of the State of Mississippi, to his excellency the governor of the State of North Carolina, greeting:

Be it known that, reposing special trust and confidence in the ability, integrity, and fitness of Hon. Jacob Thompson, I have, in compliance with a resolution passed by the legislature of this State on the 30th day of November, A. D. 1860, appointed, and by these presents do appoint, him a commissioner from Mississippi, to proceed to the capital of North Carolina to inform the people of that Commonwealth, through their executive, that the legislature of this State has passed an act calling a convention of the people of the State to consider the present threatening relations of the northern and southern sections of the United States, aggravated by the recent election of a President upon principles of hostility to the States of the south, and to express the earnest hope of Mississippi that North Carolina will co-operate with her in the adoption of efficient measures for the common defence and safety of the south.

Given under my hand and seal of the State, hereunto affixed, at the city of Jackson, this 5th day of December, A. D. 1860.

[L. S.]

JOHN J. PETTUS.

By the governor:

C. A. BRINGHET,
Secretary of State.

Question. When was the communication of Mr. Thompson made to the legislature of North Carolina?

Answer. I cannot state certainly. It was December, 1860, or January, 1861. Mr. Thompson informed me he had been appointed to go and confer with the legislature and people of that State; that he was going to endeavor to prevent their adopting rash conclusions or precipitate action. Subsequent to this he did, or seemed to do, what he could to prevent South Carolina going out of the Union, or beginning the contest. He said he would give every dollar he had to bring back the country to the condition it was five years before. He made this remark in reply to my statement that he was now a man of fortune—worth a million of dollars—that there could not be separation without war; that the result of a war, in my opinion, would be to sweep away his wealth and that of all whose riches was based on their negroes.

Question. Do you know anything of the resolution of the Mississippi legislature?

Answer. I know nothing of any resolution of the Mississippi legislature for his appointment; he only referred to the action of the governor.

Question. (By Mr. Wilson.) Is the paper before you, which bears Mr. Thompson's signature, the same paper which he submitted to the legislature of North Carolina?

Answer. From the reading of its few first lines I presume it is substantially the same he submitted for my perusal.

(Copy of letter referred to above.)

To the honorable the General Assembly of the State of North Carolina:

GENTLEMEN: Herewith I transmit a communication from the Hon. Jacob Thompson, a distinguished citizen of the State of Mississippi, now present in this city as a commissioner from that State to the State of North Carolina.

The communication discloses, in firm yet dispassionate language, the sentiments of Mississippi upon the subject of our national troubles, and will, I doubt not, meet with a cordial response upon the part of the people of North Carolina, believing, as I do, that it is a settled conviction with them that all controverted questions touching the institution of African slavery in the United States should and must now be definitively adjusted, and the agitating subject forever removed from the minds of men.

Apart from the grave character of the mission, it is a pleasing circumstance that Mississippi should select as her messenger to us a native of North Carolina, upon whom she has heretofore conferred the choicest honors in the gift of her people; and it is with high satisfaction that I now make a public recognition of this courtesy.

JOHN W. ELLIS.

EXECUTIVE DEPARTMENT, *December* 20, 1860.

RALEIGH, NORTH CAROLINA,
December, 1860.

SIR: I have the honor to inform you that I have been duly appointed a commissioner from the State of Mississippi to the State of North Carolina. I have been instructed by the Governor of Mississippi to report myself in person to your excellency, and through your kind offices to inform the people of this Commonwealth "that the legislature of Mississippi has passed an act calling a convention of the people of the State to consider the threatening relations of the northern and southern sections of the United States, aggravated by the recent election of a President upon principles of hostility to the States of the south, and to express the earnest hope of Mississippi that North Carolina will cooperate with her in the adoption of efficient measures for the common defence and safety of the south."

It affords me great pleasure to accept this appointment and to obey these instructions; yet I most sincerely regret the public necessity which impels my adopted State to ask for the counsel and co-operation of my native State. Common dangers threaten the peace, honor, and safety of both; and it is certain that an unresisting submission to the aggressive and hostile policy of the northern States will inevitably involve both in a common humiliation and ruin. The crisis demands action. It is unbecoming a free people to close their eyes to the issue forced upon them, and to cry peace, peace, when there is no peace. The antagonism of opinion upon the questions growing out of the recognition by the Constitution of the right of property in slaves, so long and angrily discussed, has at last culminated in the adoption, by a majority of the northern people, of the doctrine of the "irrepressible conflict." The leading idea of this creed is that the Union of these States cannot endure, half of them slaveholding, and the other half non-slaveholding. This conflict is to be inaugurated under the forms of the Constitution on the 4th of March next, and, if adhered to and carried out, the assertions of its most violent advocates that "freedom is triumphant" and that "slavery is overthrown," are self-evident propositions.

It is admitted that each State must decide for herself both the mode and measure of redress for present and prospective evils and grievances. One destiny, however, awaits all the slaveholding States of this Union, and fate has indissolubly linked their fortunes together: Therefore, it is meet, and wise, and proper, and expedient that they should consult and advise together for their common defence and general welfare. Thus the hasty and precipitate will be checked, the laggard and spiritless aroused to action, and a universal confidence will be felt that our rights will be secure, and our government placed on the safest and surest foundation.

Mississippi is content with the compact which our fathers formed. The Constitution of the United States already affords guarantees which are ample for our security. But they are found on parchment only. The people of the northern States have not kept faith with us. Not only have a majority of the non-slaveholding States rendered all legislation for our protection nugatory and inoperative by State enactments, but, on the 6th of November last, a majority of the people of all the free States indorsed a platform of principles in direct conflict with the Constitution and the decisions of the Supreme Court, and thus the will of a numerical majority—a majority trained from infancy to hate our people and their institutions—are to be substituted in their stead.

The executive and judicial departments of the government, and the Senate of the United States, have always held that property in slaves was recognized by the Constitution, and, therefore, under a common flag was entitled to protection. The dominant party deny this proposition, and thus, by their construction, the Constitution will be changed, this common government will be revolutionized, and instead of throwing its broad shield over all the citizens of all the States, protecting each and all equally in the possession and enjoyment of their rights of property, it will be perverted into an engine for the destruction of our domestic institutions, and the subjugation of our people.

The question which is now submitted both to Mississippi and North Carolina is this: Shall we sit quietly down without a murmur, and allow all our constitutional rights of property to be taken away by a construction of the Constitution which originates in hostility and hatred, or shall we, as men who know our rights, bestir ourselves, and by a firm, united, and cordial "co-operation," fortify and strengthen them, that they may be transmitted unimpaired to our children and our children's children throughout all generations. Wisdom dictates that all the questions arising out of the institution of slavery should be settled now, and settled forever.

A people jealous of their liberty will detect danger while it is yet afar off, and provide the remedy. If ever there was a people answering this description, the past glorious history of North Carolina will point out your fellow-citizens as that people.

I bear this message of Mississippt to you, and through you to the people of North Carolina, and I hope that you will allow me to inform Mississippi that North Carolina is fully alive to the importance of the present crisis, and "will co-operate with her in the adoption of efficient measures for the common defence and safety of the south."

I have the honor to be, with great respect, your obedient servant,

J. THOMPSON,
Commissioner from Mississippi.

His Excellency JOHN W. ELLIS,
Governor of the State of North Carolina.

Question. Were there not some clerks in your bureau who declined to take the oath?

Answer. None that were retained. A Mr. Kayser, of Virginia,

asked to be excused for a day or two, to which I consented, to enable him to learn or consider its effect upon his property in Virginia. He afterwards, and within two or three days, took the oath. He is not in the Bureau of Census now. Some declined to take the oath; all such resigned or were removed within a few days.

Question. (By Mr. Porter.) Did you advise any of the clerks in your office to take the oath?

Answer. I did not advise any clerk to take the oath; I earnestly plead with some who I feared were influenced by bad advisers, or who seemed to hesitate as to what their duty was, not to allow themselves to be misled from their allegiance to the government; one of these who resisted my appeals was killed in the ranks of the enemy, at the battle of Ball's Bluff, where it was said he manifested great daring.

Question. Did you take steps to remove such as declined to take the oath?

Answer. I reported them to the Secretary of the Interior as failing to comply with an official order.

Question. (By Mr. Porter.) What had you said or done previous to your letter to Mr. Thompson to quiet the country?

Answer. I corresponded with all conservative men with whom I thought I possessed influence, and with whom I felt at liberty to correspond; amongst others, with Mr. Thompson's predecessor, Mr. Stuart, of Virginia, and also to Alexander A. H. Stephens. Mr. Gilmer, of North Carolina, Mr. Stanton, Attorney General, Hon. John P. Kennedy, and others.

Question. What did you write to Mr. Stephens?

Answer. I wrote that whereof the following is a copy, viz:

WASHINGTON, *November* 12, 1860.

MY DEAR MR. STEPHENS: After nine continuous hours of labor in my office I feel impelled, in consideration of the condition of the country, to drop you a few lines in the hope that I may be able to impress you with the importance of exerting your talents and influence to the suppression of the madness of the hour. Now, my dear sir, is the moment for you to add to the distinction to which you have attained, and by the exercise of those abilities with which Providence has blessed you, to manifest the worth of such high qualities in stilling the waves of turbulence and dissension. They must be quieted by persuasion, and not by force. I fear the President contemplates bringing to bear a kind of argument but illy calculated to settle our troubles without entailing still wider discontent and disaffection. I cannot believe the disease has affected the wealthy and conservative classes even in South Carolina; but if the evil should progress to that state requiring the interposition of a military force to sustain the dignity and efficiency of the general government, I fear that other southern States may find themselves powerless to restrain their citizens from making common cause with a sister State whose citizens are being coerced into submission.

A few such men as you at the present crisis can do more for our permanent safety and reputation than could be effected by whole legions of battalions, or the navy of the world. There never was a moment when you could do so much for the country as now, and never a period when you could earn such imperishable renown as the present.

With the sincerest affection for you personally, confident in the power of your ability, with undoubting trust in your judgment, with unbounded assurance of your patriotism. I express what thousands feel, in indulging the hope that my appeal may have some little influence in directing your energies to that cause wherein they may be most beneficiently applied. Animate and comfort your friends, and let them see, when your services are demanded for the good of the country, that you are ready to sacrifice ease and comfort for the general welfare; let the inquiry no longer be made, "What position does Stephens take?" Make your power felt in the south, and you will cause the north to appreciate your worth. Never had you, never again will you have such an opportunity of earning for yourself a crown of immortal honor as now awaits you, not only inviting, but demanding that you seize the occasion.

With unaffected sincerity, your friend,

JOSEPH C. G. KENNEDY.

Hon. A. H. STEPHENS.

Question. (By Mr. Wilson.) What did you mean by your reference to the President's contemplated design?

Answer. I do not now know, but suppose I feared the President would employ force at a moment when I hoped persuasion might prove sufficient, if we could enlist the hearty co-operation of southern men of influence; and I doubtless believed that the influence of Mr. Stephens might be readily made available by advising him of the real danger impending. At that time many patriotic and judicious men believed it would not be wise to make any display of military force. Mr. Seward, long subsequent to the period mentioned, said he was in favor of coercion; but it was coercion "such as Kennedy is using," referring, doubtless, to the circulation of proper information.

Question. What made you believe such a policy would be adopted by Mr. Buchanan?

Answer. Why, at that period, I may have thought so, I know not at this distance of time; but suppose, from the tenor of my letter, I thought it was not the best course to be pursued at that moment, and my belief in the efficiency of arguments addressed to the southern mind, while it could be reached and correctly informed, may have inclined me to view with some apprehension the appearance of force. I was of the opinion that disorganizers at the south believed a show of coercion would inflame and unite the south, and that they rather courted it.

Question. Were you not opposed to coercive measures?

Answer. Not when it became necessary. I thought they were *too slow* in putting southern forts in a state of defence. At the time I wrote that letter, I evidently thought Mr. Buchanan bent on some military operations in the south which, while they might with safety have been earlier adopted, would, perhaps, then add to the excitement. I was in favor of earlier preparation against rebellion, and of the adoption at the proper moment of more vigorous measures to end it.

Question. (By Mr. Porter.) Had you extensive correspondence in Virginia; if so, what was its nature?

Answer. I wrote some hundreds of letters into Virginia, to the

assistant marshals and others, with the view of securing a State convention opposed to secession; and I deemed it proper to express the good hopes I felt that if the people would await a trial of the incoming administration, they would be satisfied that Mr. Lincoln would prove a national man, uninfluenced by sectional considerations. In all my letters I used expressions about as follows:

"I am satisfied that Virginia will lose everything by separation from the Union, and I am convinced that when the electoral vote is proclaimed, and he at liberty to express himself without seeming to force his opinions on the country in advance of that period when it will be proper to declare his future policy, Mr. Lincoln will issue a declaration satisfactory to all reasonable men, north and south; and I believe many of his friends in Congress know this, and have shown an inertness towards pacification that he may enjoy the credit of inaugurating an era of peace and good will. I am equally satisfied, if the border States will not be precipitate, that the honor and gratitude of the great free States will be stimulated to acts of the highest magnanimity, advantages which, by precipitate rashness, you will be sure to sacrifice, with many guarantees attainable by moderation, without yielding any principle. Cool, determined, and deliberate action in the Union will, in my opinion, prove the best guarantee of your constitutional rights."

Question. (By Mr. Porter.) What did you write to Mr. Steuart, of Virginia, late Secretary of the Interior?

Answer. Here I must explain that the Senate of Virginia with but one dissenting vote, had resolved that certain cannon made for the United States at the Bellenoa foundery, in Virginia, should not be moved, as had been ordered by Colonel Craig, of the Ordnance bureau, in the month of March. The contractor was, if I remember aright, to receive his pay on their delivery at Fortress Monroe. The solitary independence of Mr. Steuart deeply impressed me, and induced me to write as follows:

WASHINGTON, *April* 3, 1861.

MY DEAR MR. STEUART: I was delighted to learn that you were the senator who had the independence to record the vote against the ridiculous resolution respecting the guns. * * * * * * *

It is painful to realize the condition of your State, and be compelled to believe that so many insane people not only go at large, but occupy positions in your legislative halls. God grant that they may be blessed with a return of reason before they inflict irremediable injury to the cause of humanity and freedom.

I am in daily expectation of some development of administrative policy which will give courage to the friends of the country in the border States, and add strength to their noble position. I have not yet seen the new President, and, of course, cannot be in his secrets, but I am much pleased with the views of my chief and the Attorney General, who I knew before. When I hear of your flinching I will despair, and so may the country. Stand firm, and the record you make will reflect honor on you and yours.

Ever faithfully, your friend,

JOS. C. G. KENNEDY.

Hon. ALEX. H. H. STEUART,
Richmond, Va.

Question. What did you write to people in Maryland?

Answer. I endeavored to encourage every man who manifested

zeal for the Union. I wrote to Governor Hicks expressing my admiration of his conduct, but have no copy of the letter. The following is a copy of a letter to Hon. John P. Kennedy, of Maryland, formerly Secretary of the Navy:

WASHINGTON, *May* 14, 1861.

MY DEAR MR. KENNEDY: Injustice would be done the promptings of my heart were I to refrain or delay tendering my cordial thanks for your able and patriotic appeal to the people of Maryland, a copy of which appears in this morning's *Intelligencer*. I would not expect to find you occupying any but national ground; but I have realized so many sad scenes of defection, and witnessed and heard of so much disloyalty, backsliding, and apostacy in men from whom I had expected better things, but who lacked the courage to vindicate the right, and in an evil moment yielded their manhood and sense of patriotism to a wicked and treasonable popular monomania, that it is really not only refreshing but exhilarating to enjoy such assurances not only of your noble principles but of your decided action, which, as your friend and that of the country, makes me proud of the name of Kennedy.

With unaffected sincerity, your friend,

JOSEPH C. G. KENNEDY.

Hon. JOHN P. KENNEDY,
Baltimore, Maryland.

Question. After Mr. Thompson returned from North Carolina did he tell you what his actions would be if Mississippi passed an ordinance of secession?

Answer. He never in my hearing entertained the idea of Mississippi seceding, unless that were implied by the unanimous action or co-operation under certain circumstances to which he referred. He denied, as I before said, the right of any State to secede, and looked upon separation as involving revolution, which he seemed to believe might occur without bloodshed if the south acted in harmony. I inferred from Mr. Thompson's remarks that he supposed the governor of Mississippi did not deem him southern or extreme enough, or might doubt his sentiments, and wished to have him committed to some policy. He certainly led me to believe that he and that official had not any definite understanding of each other's views on the great question of the times.

Question. Did he tell what a citizen of a State seceding should do?

Answer. No, sir. I thought him honest in ignoring secession of a State, but have since seen letters which indicate that he expressed different views about the same period, but these differences of sentiment had not transpired until after he resigned. Several days after he had left the cabinet of Mr. Buchanan, he came into my room and said, "Kennedy, you are exciting the southern men, and incurring their hostility. Mason and Hunter both complained to me when I was in the Senate to-day." He also said he thought I had better cease my efforts towards influencing persons in the southern States, as they were calculated to make me enemies. I asked, "Are you not a Union man?" He answered, "Yes." I replied that, in my opinion, any one who could exercise moral influence should not be inactive at time like the present; to which he replied, "Well, I suppose you know what is right."

Question. After Mr. Thompson returned from North Carolina, did he communicate to you any information respecting the success of his mission to that State?

Answer. He did not.

Question. Did he submit to your inspection or examination any report to the governor of Mississippi of his proceedings in North Carolina, or inform you of what was the purport of his representations?

Answer. He did not.

Question. Are you acquainted with the handwriting of Mr. Thompson, late Secretary of the Interior?

Answer. I am. This is his signature appended to the paper shown, purporting to be his report to the governor of Mississippi.

(Copy of the report above referred to.)

WASHINGTON, *December* 26, 1860.

SIR: The package you were pleased to forward to me containing my appointment of Commissioner of Mississippi to the State of North Carolina I had the honor to receive on the 13th instant. In obedience to your instructions, I set out for Raleigh, the capital of the State, on the 17th, and arrived there on the 18th. Immediately on my arrival, his excellency John W. Ellis complimented me with a personal visit, and, in our first interview, I made known the object of my mission. He welcomed me to the State in the kindest terms, and, during the same evening, I addressed him a communication, in which, in dispassionate but decisive language, I attempted to set forth apprehended evils of which Mississippi complained, and invited the co-operation of North Carolina in devising a remedy.

This communication was laid before the legislature, with a short message, on the 20th, a copy of which is herewith enclosed.

Your commission was received with great cordiality, courtesy, and consideration by the legislature of the State, and a deep sympathy and respect for our State and her people were manifested on all sides.

On the 20th, however, the legislature adjourned over for the holidays, until the 7th of January proximo. After my arrival, a bill appropriating $300,000 for the purchase of arms for the State passed the senate with only three dissenting votes, and when it was sent to the house of commons several test votes were taken upon the bill, which demonstrated that an overwhelming majority of that body favored the appropriation. This bill will be the first business in order on the reassembling of the legislature. There was a strong feeling, however, with many members, to increase the sum from $300,000 to $1,000,000.

The bill providing for a call of the convention of the State had been deferred when I arrived until the 7th of January. I feel confident that both these measures will be passed.

The prevailing sentiment of the legislature and the people is, that all the distracting questions arising out of our constitutional rights to property in slaves must be now settled for all time to come. An anxiety is felt to maintain the union of these States, if that can be done without a forfeiture of honor and endangering our property; but to keep North Carolina in the Union something decisive must be done, and that at an early day, to effectually arrest the policy of the black republicans. As soon as all hope of a satisfactory adjustment of the slavery issues is abandoned, the voice of North Carolina will be well-nigh unanimous for a southern confederacy. There is already a very large, spirited proportion of the people of the State in favor of separate State action and immediate secession. This feeling is growing daily; the mountain districts are

zealous and enthusiastic; the low country, where the larger slave population is found, is slow and more cautious. But the spirit of the patriots of Mecklenburg in 1775 is entering the hearts of the people everywhere, and it will carry them to its legitimate conclusions of resistance to wrong and the maintenance of our Constitution in its purity against the revolution threatened by an irresponsible majority. Should the election even be prevented, whether North Carolina shall continue her connexion with the non-slaveholding States of the north or join her southern sister States on the Gulf of Mexico, she will follow the promptings of her heart, and unite her destiny with us. In Congress no disposition for accommodation is shown; and if there be no change, (and I cannot believe there will be,) North Carolina will be ready to act decisively by the 3d of March next.

As far as I could ascertain the feelings and wishes of North Carolina, it was that Mississippi, were she inclined to adopt the line of separate secession, should postpone the day on which her ordinance of separation should take effect till the 3d of March, at which time, by reason of the failure of all efforts at accommodation, she will be ready to become her ally and confederate; and it is further my opinion, that as goes North Carolina, so will go all the border slave States.

Thanking you for the confidence you have reposed in me, and ready now and at all times to sacrifice life, fortune, and all I hold most dear, for our beloved sovereign Mississippi.

I have the honor to be your friend and obedient servant,

J. THOMPSON.

His Excellency JNO. J. PETTUS.

Question. Why were you so specially engaged about Virginia?

Answer. About the first of February of that year, Captain Powell, of the navy, had visited Governor Hicks, of Maryland, and reported to me on the day following, in reply to my question as to the governor's adhesion to principle, that he had assured him that rather than convene the legislature of that State he would lose his right arm, unless *Virginia* assumed an attitude to render it unavoidable. To this I replied, "I can establish Virginia. I have the name and post office address of every voter in the State, and believe the people possess sense enough to listen to reason. I will prepare a document with which the State shall be flooded and saved from secession." With this end in view, I wrote the letters before referred to, to quiet apprehension as to Mr. Lincoln, and to ascertain where efforts would prove most efficient, and where they might be fruitless or unnecessary. I was interested in the success of the Wheeling convention and raised money to pay its expenses.

Question. What printed matter did you circulate; also where, and in what numbers?

Answer. There were about 600,000 speeches and compilations of speeches, and appeals in one form or another, circulated, principally in Virginia, Kentucky, Missouri, Arkansas, Tennessee, Texas, and North Carolina. To effect this there were engaged, generally, from 20 to 40 persons daily. Among the speeches were those of Milson of Virginia, Gilmer of North Carolina, Clemens of Virginia, Andrew Johnson and Nelson of Tennesee; also a letter of Garrett Davis of Kentucky to George D. Prentice, and other like documents, abridged and in full. The work was done in rooms hired for the purpose, and

out of office hours. The documents were franked exclusively by members and senators from southern States, or by their authority.

Question. (By Mr. Thomas.) Were any attempts made to prevent your sending out the documents?

Answer. Yes, sir; by Mr. Garnett and others, of Virginia. Mr. Hindman, of Arkansas, had me sent for to appear in the room of the Secretary, where he was at the time. Hindman said, "I have some questions to propound to you." I replied that he had better, to avoid any misunderstanding, put them in writing; but that, if he had charges to make, he could make them to the Secretary. He said, "No, sir; that is not my way of doing business. I shall propose my questions verbally, and demand oral reply." I answered, "My room is the place where I transact business," and left him and went direct to my own room. As I departed he said, with temper, he would be with me very soon. Hon. John S. Phelps and Hindman came in simultaneously by different doors. Hindman, apparently a little disconcerted by the presence of Mr. Phelps, after a little delay, said, "Mr. Kennedy, I have come to demand that you cease the impertinent conduct in which you are engaged. No citizen of one State has the right to send documents to or interfere with the politics of citizens of another State;" and demanded an assurance from me that his wishes should be complied with. He had a very large and heavy walking stick, was excited and denunciatory, and, in reply to my answer that I could not agree to yield my rights, swore he would have a more satisfactory answer than that before he left the room. Mr. Phelps interfered, and other persons came in, when he left, and, in departing, said, "As you want to hear from me in writing, you shall hear d—d soon." The same day some person, to me unknown, presented the following letter from Mr. Hindman:

HOUSE OF REPRESENTATIVES, *February* 9, 1861.

SIR: Pursuant to my statement to you this morning, I now make in writing, as I then did orally, the demand that you cease at once and absolutely the conduct of which I complained. It is considered by me, and also, as I am authorized to say, by Hon. R. M. Johnson, an intolerable impertinence that will not be submitted to. Wishing no lengthy correspondence in the premises, I request an explicit answer.

T. C. HINDMAN.

J. C. G. KENNEDY, Esq.

In answer, I wrote the following reply:

WASHINGTON, *February* 9, 1861.

Hon. T. C. HINDMAN: While the curt style of your letter would excuse me from any acknowledgment thereof, yet not wishing to take unreasonable exception to the expressions of a gentleman in a moment of excitement, and to avoid misapprehension, I desire you to specify, in writing, the nature of the demand whereunto you refer in your letter.

Very respectfully,

JOS. C. G. KENNEDY.

In the month of January previous, Messrs. Garnett, Jenkins, Bocock, De Jarnette, and Edmunson, all of Virginia, came and protested against my course, and a correspondence ensued. Garnett said, "If you send any political documents into my district I *will hold* you personally re-

sponsible." Five thousand documents were mailed the same night for his constituents.

Question. Were any efforts made to have your conduct investigated by the House of Representatives?

Answer. Hindman introduced a resolution of inquiry in the House regarding my operations.

Question. (By Mr. Thomas.) Did you prepare yourself for Mr. Hindman's visit to your room?

Answer. I did, by arming myself, as I knew him to be a violent man.

Question. (By Mr. Wilson.) Was there any member from Mississippi who objected?

Answer. No, sir; I sent no documents into Mississippi, as our efforts were directed principally to the border slave States.

Question. What was the purport of your letter to Mr. Stanton, the Attorney General?

Answer. I wrote a letter to Mr. Stanton as follows:

CENSUS OFFICE, *January* 22, 1861.

MY DEAR MR. STANTON: Permit me to venture a suggestion which, to one of your ready comprehension, I may introduce without circumlocution; it is this, to have our ministers abroad instructed to interpose their influence against the recognition of any seceding portion of the United States.

Such a course may well be commended as a means, in fact, the instrumentality, whereby erring daughters may be induced to renew their filial allegiance and thereby restore that domestic tranquillity wherein alone must consist our power, dignity, honor, prosperity, and happiness. I have thought much on this point, which deeply impresses me at this moment, in view of the colloquy between the Emperor of the French and our minister, as detailed in the Paris correspondence of the Intelligencer of this morning. I feel quite sure, and have reason to believe, that such a movement would be seconded by the united influence of every representative of the great powers at present accredited to this government, and you can easily comprehend the potency of such an expression from them in harmony with instructions from our government to its ministers.

With cordial esteem, I have the honor to be, very sincerely, your obedient servant,

JOS. C. G. KENNEDY.

Question. Did Mr. Stanton reply to that letter; if so, what was his reply.

Answer. He did, as follows:

WASHINGTON, *January* 23, 1861.

MY DEAR SIR: Your favor of yesterday was received too late to be answered immediately. The suggestions are very important, and action upon them might have a highly beneficial effect. I will submit them to the Secretary of State, and urge their adoption, so far as may be practical, by the present administration.

Any suggestion of yours, at the present time, will be accepted with pleasure and respect by your friend,

EDWIN M. STANTON.

Hon. JOS. C. G. KENNEDY.

Question. About what did you write Mr. Gilmer, of North Carolina?

Answer. The following is a copy of a letter written to that gentleman:

WASHINGTON, *May* 13, 1861.

MY DEAR MR. GILMER: I felt happy to recognize your writing in the communication just received, of the 9th instant. I cannot describe my distress on being told, last week, that you had gone over to the secessionists. I felt that you had destroyed all hopes of your future distinction and usefulness, and severed another chord of affection for the south. I have a firm conviction that the men of the south who have the firmness to weather the storm now will be the men who hereafter will control the destinies of the nation, and will prove blessings to the cause of humanity. God grant you may prove one of these. Alas, alas, when the time arrives that we may not be in harmony of sentiment!

'Tis not a time for long letters. The government *will* continue to exist; order *will* arise out of this confusion. The Constitution and laws *will* be vindicated, and I trust that you and I *will ever* be found standing under the flag of the Union.

Ever faithfully your friend,

J. C. G. KENNEDY.

Question. About what did you write to Mr. Holt, Secretary of War?

Answer. I wrote a letter to him on the 20th January, 1861, in which I urged the importance of removing all disloyal incumbents from office.

Question. What reply, if any, did Mr. Holt make to your letter?

Answer. Mr. Holt replied as follows:

WAR DEPARTMENT,
January 21, 1861.

MY DEAR SIR: I concur fully with you as to the propriety of purging the departments of "all disloyal incumbents." The moral of such a step would be more powerful than "an army with banners," by strengthening the administration in the confidence and sympathies of the country. While so many capable and honest men, who are devoted to the Union, are without employment, and almost without bread for themselves and families, it is sad to see those retained in the service of the government who, with its trusts in their hands and its treasure in their pockets, are still deliberately and openly seeking its overthrow, and exulting in the dismemberment and distress which have already come upon it.

Very sincerely yours,

J. HOLT.

Hon. J. C. KENNEDY,
Superintendent of Census Bureau.

Question. Did you ever take exception to the secession sentiments of any of your clerks?

Answer. In December, 1860, I made complaint to Mr. Thompson of my chief clerk, on account of his persistent expression of disunion sentiments in the office. He resigned immediately thereafter. I have given repeated orders against political discussions of any character in the office during office hours, and never failed to report the conduct of a clerk who advocated disunion principles.

Question. (By Mr. Wilson.) When did you first see (if at all) the letter which Thompson, as commissioner, sent into the legislature of North Carolina through the governor of that State?

Answer. Within a few days of the time Mr. Thompson first informed me of his appointment, he showed me his representation of the views of the people of Mississippi to the people and legislature

of North Carolina, and which he intended to submit to them. I saw this paper subsequently published in the papers. The letter here shown in a copy of the Raleigh State Journal is, I think, a copy of the original. About the 5th of January, 1861, he telegraphed Longstreet, at Charleston, not to let South Carolina lead in revolution. He telegraphed that it was understood that no action would be taken in the cabinet to re-enforce (or supply) southern forts; and when he saw by the papers that the steamer Star of the West had gone to Charleston, he asked Mr. Buchanan if it were true, and being told it was, he then resigned. I believe Mr. Buchanan took some steps to detain the vessel, or have her return to New York. This, I believe, was on the 8th of January, 1861. Whether the alleged endeavor to stay the steamer was to satisfy Mr. Thompson I never clearly understood, nor am I positive as to the fact.

Question. Had you any conversation with members of Mr. Buchanan's cabinet on this subject?

Answer. I spoke to Judge Black about the cabinet agreement, as stated by Mr. Thompson. He said: "I think Thompson an honest man, but he seems to be struck with judicial blindness. There was no cabinet agreement, as he seems to believe.

Question. Had you other conversation with Judge Black?

Answer. I asked Judge Black why the government patronized the newspaper "The Constitution" when its labors were for the overthrow of the Constitution. I also complained to him of Philip Clayton, Assistant Secretary of the Treasury, who said, when I applied to him for funds for the Census office, "that whoever stands by such a d——d country ought to be served as you are—get no pay." Judge Black replied that Clayton should be removed if he did not at once resign, and that he would ask Mr. Buchanan that day that the government patronage should be withdrawn from "The Constitution." Judge Black informed me on the same evening that the government patronage was withdrawn, or that it would be the next day, and Clayton immediately resigned or was removed.

Question. (By Mr. Porter.) Have you children in the army of the Union?

Answer. My son is captain of cavalry, and my four nephews are also in the service, unless disabled or discharged. I have no relations in civil office.

Question. Have your family engaged in relieving soldiers in the hospitals?

Answer. Yes.

Question. In what way?

Answer. My two daughters have devoted much time to the sick and wounded, and one of the hospital surgeons assured me that they have saved lives by their care and attention to the sick. They have been in one way or another employed, daily, since the first battle of Bull Run, and by the labor of their hands have earned and raised considerable sums of money, which have been devoted to the sick and wounded, and have been the almoners of the bounty of others. Mrs. Lincoln recently handed them $100 for the benefit of the sick and wounded in the hospitals.

37TH CONGRESS, 3d Session. } HOUSE OF REPRESENTATIVES. { REPORT No. 20.

SOSCOL RANCHO.

[To accompany bill H. R. 623.]

JANUARY 30, 1863.—Ordered to be printed.

Mr. POTTER, from the Committee on Public Lands, submitted the following

REPORT.

The facts upon which the Committee on Public Lands base a favorable report upon the above-named bill are as follows:

The Soscol rancho is settled upon and occupied by an enterprising body of agriculturalists, men who have spent their means liberally in making improvements, claiming their lands under the Soscol grant of M. G. Vallejo. In 1847 the town of Benicia was laid out, its projectors and settlers relying on the Vallejo title. It has grown to be a town of several thousand inhabitants, and is among the more important of the interior villages of California. The town of Vallejo is upon the same rancho, was laid out in 1850, and is also of considerable importance, the lands therein being held under the same title. The entire rancho has passed out of the hands of the original grantee into the possession of a multitude of small holders, and is covered by numerous small farms and orchards, each enclosed by substantial fences, highly cultivated, and dotted all over with comfortable farm houses and other buildings. All these settlers upon the rancho hold by purchase of M. G. Vallejo, having paid for their lands in good faith and in the firm belief, supported by the best legal advice attainable, that the title of Vallejo was valid. Several millions of dollars have been expended in improvements upon the rancho, and hundreds of thousands of dollars are secured by mortgage upon the farms into which the rancho has been divided. It is obvious that great confusion and distress must arise in a community of this character, with property interests so extensive, when it is suddenly discovered that their title was invalid, and the wealth they had supposed their own is suddenly taken away and all the accumulations of years swept from them.

There are many circumstances which tended to give to the settlers upon the Soscol rancho confidence in the title which they purchased.

M. G. Vallejo, the grantee from the Mexican government, belonged to one of the most influential families of California. In 1827 he was a member of the departmental legislature. He afterwards held a high official position under Governor Figueroa, and still later, in 1839, was commissioned by the supreme government as military commandant of Alta California. At various times during the troubles in Mexico, and its consequent pecuniary straits, he furnished the government large sums of money and other supplies; and, in consideration of these favors to the government, Micheltorena, then governor of California, and invested with extraordinary powers by the home government, granted to Vallejo the Soscol rancho in 1843, several years before the conquest of the State by the United States. From that time Vallejo had the exclusive and undisputed use and possession of the rancho, having upon it his residence, several thousand head of horses and cattle, numerous dependents and retainers, and exercised over it all acts of ownership. Thus matters stood when California became a part of the Union by a treaty guaranteeing, on the part of the American government, protection to the property of Mexican citizens. Complying with the law of Congress requiring Mexican citizens to prove their ownership of grants, Vallejo presented to the board of land commissioners his claim to the land he had held and owned for years before. That board was satisfied as to the meritorious character of this grant, for after a thorough investigation of the documentary evidence in the case, and an elaborate examination of witnesses, the case was confirmed by said board on the 22d May, 1855. This decision of the board of land commissioners was subsequently confirmed by the higher tribunal of the United States district court for the northern district of California.

After this grant had passed the ordeal of two courts of the United States, and had been indorsed by them as genuine, the owner would naturally feel warranted in selling portions of the same to third parties, and those desiring to purchase would not be apt to doubt the validity of the title against the decision of two courts of the United States. In addition to this, it should be stated that the government, desiring a location for a military establishment near Benicia, caused an investigation to be made into the *bona fides* of this title, under the supervision of the Attorney General, and that officer reporting that the title was valid, the government purchased a portion of the land, and now holds it under the Vallejo title.

After these various decisions the validity of the title was taken for granted until the decision of the United States Supreme Court. That decision was not made upon any alleged fraud, but upon a technical question as to the powers and duties of Micheltorena in making the grant, and this question was raised for the first time in that court.

Justice Grier, who, with Justice Wayne, dissented from the majority of the Supreme Court in rejecting the grant on technical grounds, said:

"If this treaty is to be executed in good faith by this government, why should we forfeit property, for which a large price has been paid to the Mexican government, on the assumption that the Mexican government would not have con-

rmed it, but would have repudiated it for want of formal authority? Vallejo as an officer in the army, high in the confidence of the government. His salary ı an officer had been in arrear. In a time of difficulty he furnishes provisions ıd money to the government of the territory. How do we know that Mexico ould have repudiated a sale of 80,000 acres as a robbery of its territory, when ıy two decent colonists, having a few horses and cows, could have 100,000 for ›thing?

"I believe the Mexican government would have acted honestly and honorably ith their valued servant, and that the same obligation rests on us by force of ıe treaty.

"Now that the land under our government has become of value, these grants ay appear enormous; but the court has a duty to perform under the treaty, hich gives us no authority to forfeit a *bona fide* grant because it may not suit ır notions of prudence or propriety.

"We are not, for that reason, to be astute in searching for reasons to confis-ıte a man's property because he has too much. Believing, therefore, that in ıe case before us the claimant has presented a genuine grant for a consideration ıid, which the Mexican government would never have distturbed for any of ıe reasons now offered for confiscating it, I must express, most respectfully, ıy dissent from the opinion of the majority of the court, *with the hope that* Con-ress *will not suffer the very numerous purchasers to forfeit the millions expended ı the faith of treaty obligations.*"

The bill reported by this committee respects the occupancy of the umerous holders under this title, recognizing it as a pre-emption, nd authorizing a sale to them for the minimum price of public lands, hey paying the cost of surveys and all other expenses.

It has been the uniform practice of Congress to respect and protect he *improvements* of settlers. By the decision we have referred to, a onsiderable quantity of land covered with settlers' improvements as suddenly become the property of the United States. To send ut a commission to California to appraise those improvements would bsorb all the government could realize from the sale of the lands. 'et, to treat the settlers as intruders upon the public domain and eprive them of the fruits of their labor and investments would be a ross departure from the practice of the government and a great in-ustice to the settlers. As the bill proposes to sell them their lands t the government price, they to be at all the expense necessary for urveys, litigating conflicting interests, &c., the government will robably realize more from the lands than it can from any other ıode of treatment, while it will do justice to its citizens whose inter-sts are so deeply involved in the premises.

The legislation proposed in the bill is consistent with the pre-edents of congressional legislation in land cases. By act of Con-ress approved June 27, 1851, the right of pre-emption was ranted to certain settlers on the Maison Rouge grant in Louisiana. 'he Congress passed the act to take effect "in the event of the final djudication of the title in favor of the United States."—(9th Stat. at arge, p. 565.) The final decision is reported in 11 Howard, 663, nd the act was passed while the case was pending.

Another act, entitled an act for the settlement of certain classes of rivate land claims within the limits of the Baron de Bastrop grant,

and for allowing pre-emption to certain actual settlers in the event of the final adjudication of the title of said de Bastrop in favor of the United States, was approved March 3, 1851.—(9 Stat. at Large, p. 597.) The case is found in 11 Howard, p. 609.

The settlers on the above-named grants were comparatively few in number, and the grants eleven times as large as the Soscol grant, while on the latter some three thousand families are settled, and several thousand others, all holding under the Soscol title.

Up to the time of the rejection of the Soscol grant during the present Congress, the settlers were undisturbed by any outside parties; but difficulties have since arisen from the entrance of parties upon the grant on the claim that it is public land, leading to collisions, which must increase if Congress does not intervene. The parties so claiming have entered within the enclosures of settlers, and scenes of violence have hence resulted.

In view of all the facts in the case, the fact that so large a population of industrious agriculturalists have settled upon and improved the grant; that they have bought their lands in good faith; the precedents cited, and the consistent policy of the government towards settlers, with the *bona fides* of the grant itself, the committee report back the bill, and recommend its passage.

37TH CONGRESS, 3d Session. } HOUSE OF REPRESENTATIVES. { REPORT No. 21.

ATLANTIC AND PACIFIC TELEGRAPH.

[To accompany bill H. R. No. 620.]

FEBRUARY 2, 1863.—Ordered to be printed.

Mr. SARGENT, from the select committee on the Pacific railroad, made the following

REPORT.

In June, 1860, an act was passed by Congress to encourage the erection of the Pacific telegraph. Under that act the Secretary of the Treasury issued proposals for bids. The proposals were as follows:

[OFFICIAL.]

Electric telegraph between the Atlantic and Pacific States.

TREASURY DEPARTMENT, *July* 10, 1860.

Proposals will be received at this department until the 10th day of September next, pursuant to the following act of Congress:

AN ACT to facilitate communication between the Atlantic and Pacific States by electric telegraph.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the Secretary of the Treasury, under the direction of the President of the United States, is hereby authorized and directed to advertise for sealed proposals, to be received for sixty days after the passage of this act, (and the fulfilment of which shall be guaranteed by responsible parties, as in the case of bids for mail contracts,) for the use by the government of a line or lines of magnetic telegraph, to be constructed within two years from the thirty-first day of July, eighteen hundred and sixty, from some point or points on the west line of the State of Missouri, by any route or routes which the said contractors may select, (connecting at such point or points by telegraph with the cities of Washington, New Orleans, New York, Charleston, Philadelphia, Boston, and other cities in the Atlantic, southern, and western States,) to the city of San Francisco, in the State of California, for a period of ten years, and shall award the contract to the lowest responsible bidder or bidders, provided such proffer does not require a larger amount per year from the United States than forty thousand dollars; and permission is hereby granted to the said parties to whom said contract may be awarded, or a majority of them, and their assigns, to use until the end of the said term such unoccupied public lands of the United States as may be necessary for the right of way and for the purpose of establishing stations for repairs along said line, not exceeding at any station one quarter section of land, such stations not to exceed one in fifteen miles on an average of the whole distance, unless said lands shall be required

by the government of the United States for railroad or other purposes, and provided that no right to pre-empt any of said lands under the laws of the United States shall inure to said company, their agents, or servants, or to any other person or persons whatsoever: *Provided,* That no such contract shall be made until the said line shall be in actual operation, and payments thereunder shall cease whenever the contractors fail to comply with their contract; that the government shall at all times be entitled to priority in the use of the line or lines, and shall have the privilege, when authorized by law, of connecting said line or lines by telegraph with any military posts of the United States, and to use the same for government purposes: *And provided, also,* That said line or lines, except such as may be constructed by the government to connect said line or lines with the military posts of the United States, shall be open to the use of all citizens of the United States during the term of the said contract, on payment of the regular charges for transmission of despatches: *And provided, also,* That such charges shall not exceed three dollars for a single despatch of ten words, with the usual proportionate deductions upon despatches of greater length, provided that nothing herein contained shall confer upon the said parties any exclusive right to construct a telegraph to the Pacific, or debar the government of the United States from granting, from time to time, similar franchises and privileges to other parties.

SEC. 2. *And be it further enacted,* That the said contractors, or their assigns, shall have the right to construct and maintain, through any of the Territories of the United States, a branch line so as to connect their said line or lines with Oregon; and that they shall have the permanent right of way for said line or lines, under or over any unappropriated public lands and waters in the said Territories, by any route or routes which the said contractors may select, with the free use during the said term of such lands as may be necessary for the purpose of establishing stations for repairs along said line or lines, not exceeding, at any station, one quarter section of land, such stations not to exceed one in fifteen miles on an average of the whole distance; but should any of said quarter sections be deemed essential by the government, or any company acting under its authority, for railroad purposes, the said contractors shall relinquish the occupancy of so much as may be necessary for the railroad, receiving an equal amount of land for like use in its stead.

SEC. 3. *And be it further enacted,* That if, in any year during the continuance of the said contract, the business done for the government as hereinbefore mentioned by such contractors, or their assigns, shall, at the ordinary rate of charges for private messages, exceed the price contracted to be paid as aforesaid, the Secretary of the Treasury shall, upon said accounts being duly authenticated, certify the amount of such excess to Congress: *Provided,* That the use of the line be given at any time, free of cost, to the Coast Survey, the Smithsonian Institution, and the National Observatory, for scientific purposes: *And provided, further,* That messages received from any individual, company, or corporation, or from any telegraph lines connecting with this line at either of its termini, shall be impartially transmitted in the order of their reception, excepting that the despatches of the government shall have priority: *And provided, further,* That Congress shall at any time have the right to alter or amend this act.

Approved June 16, 1860.

The lowest offer for the use of such telegraph for the public service will be accepted, provided the terms and conditions expressed in the act shall be fully set forth and stipulated in the proposals, which must be accompanied by a guarantee, in conformity with the twenty-seventh section of the act of July 2, 1836, in regard to mail service, to the effect that the line or lines shall be completed within the time prescribed, and that the guarantors shall then enter into obliga-

tion to the United States for the performance of the service for the government, under said act, at the rates offered in the proposals.

Such guarantee may be in the following form:

The undersigned, residing at ———, in the State of ———, undertake and promise that if the Secretary of the Treasury shall accept the within proposals, under the act of June 16, 1860, the line or lines of magnetic telegraph shall be completed and put into operation on or before the time stated in the act, and that we will then execute with the parties signing the within proposals and obligation to the United States, in due form, as sureties for the performance of the service, according to the terms and conditions contained in such proposals.

Dated at ————.

The above guarantee must be accompanied with the certificate of a United States district attorney, or district judge, stating that he is acquainted with each of the persons signing the guarantee, and knows them to be men of sufficient property to make good the above guarantee.

The proposals and guarantee must be sealed up and directed to "The Secretary of the Treasury, Washington, D. C.," and indorsed "Proposals for Pacific Telegraph."

HOWELL COBB,
Secretary of the Treasury.

The Secretary was limited to $40,000 per annum for ten years, or an aggregate of $400,000, and the successful bidder was to do the business of the government over the line free. Some of the bids were less than $40,000; one as low as $25,000 per annum; but for some reason the lower bidders were induced to forego the award, and the award was made to Hiram Sibley for the maximum sum. The line was built and commenced transacting business. The committee would not recommend any intervention with the affairs of the company to which Sibley has assigned had either the letter or the spirit of its contract with the government been observed. Systematic overcharges upon the government and people have characterized its conduct from the first. The act of Congress, as will be seen, says that the charges for transmission of despatches "shall not exceed three dollars for a single despatch of ten words, with the usual proportionate deductions upon despatches of greater length." The Pacific Company have fixed their tariff for each word after the first ten at twenty-seven cents, while the proportionate deduction would entitle them to only twenty or twenty-one cents. The rate from Washington City to Jefferson City, Missouri, is $2 25 for the first ten words, and sixteen cents for each additional word. At the same rate, the reduction upon three dollars for the first ten words would give, as the proper charge for additional words, twenty-one and one-third cents each. As the despatch, in going from Washington to Jefferson City, passes over the lines of four different companies, this case would seem to be a fair sample of "usual deduction." The rate from St. Louis to Springfield, Missouri, is seventy-five cents for the first ten words, and five cents for each additional word. At this rate the Pacific company would charge but twenty cents for each word after the first ten. To casual observers this additional charge of a few cents per word might seem a small

matter; but it is not so. Despatches to the Pacific are usually long ones, and the charge per additional word must yield the company about one-third of their income.

Another method of overcharge is certainly extraordinary, and might not be credited, did not the printed tariffs of the company and the experience of the business community demonstrate it. Congress undoubtedly took it for granted that the contractor would also make a proportionate reduction for despatches passing over but a portion of the Pacific line; but in this supposition the greediness of human nature was underrated. Instead of making a reduction, the company actually charges more for despatches to points this side of San Francisco, and on the Pacific line, than to San Francisco. The following is the tariff of rates published by the company over the name of J. H. Wade, its president, showing the rate of charges from Chicago:

PACIFIC TELEGRAPH COMPANY.

from Chicago, Illinois, (to take effect from the time it is received.)

To—	First ten words.	Each additional word.	To—	First ten words.	Each additional word.
alifornia	$6 85	$0 51	Nevada, California	$6 85	$0 51
lifornia	6 35	48	Oakland, California	6 10	48
, Nebraska Ter.	2 35	19	Omaha City, Nebraska Ter.	2 35	19
Ranche, California	7 35	53	Oroville, California	6 85	51
, California	7 35	53	Overland City, Nebraska Ter.	2 90	23
ifornia	6 85	51	Pacific Springs, Utah	3 85	32
ock, Nebraska Ter	3 05	25	Placerville, California	6 60	50
, California	7 35	53	Reese River, Utah	5 35	43
California	6 85	51	River Bed, Utah	5 35	43
Nebraska Ter.	7 35	19	Red Bluffs, California	7 35	53
lle, California	7 35	53	Redwood City, California	6 10	48
l, Nebraska Ter.	2 65	21	Rocky Ridge, Nebraska Ter.	3 75	31
, Utah	5 35	43	Ruby Valley, Utah	5 35	43
, Nebraska Ter.	3 45	28	Sacramento, California	6 35	48
Springs, California	6 60	50	Salt Lake, Utah	4 35	36
e, California	7 35	53	San Andreas, California	6 85	51
California	6 60	50	San Francisco, California	5 35	43
nden, Utah	5 35	43	San José, California	6 10	48
lifornia	6 60	50	San Juan North, California	6 85	51
, California	6 85	51	San Juan South, California	6 60	50
, California	7 35	53	San Leandro, California	6 10	48
er, Utah	4 10	34	San Mateo, California	6 10	48
hill, Nevada	7 35	53	Santa Clara, California	6 10	48
ey, Nebraska Ter.	2 45	20	Shasta, California	7 35	53
nie, Nebraska Ter.	3 25	26	Shell Creek, Utah	5 35	43
ifornia	7 35	53	Silver City, California	7 35	53
n, California	6 85	51	Smartsville, California	6 85	51
ifornia	6 60	50	Sonora, California	6 85	51
California	7 35	53	Stockton, California	6 35	48
ey, California	6 85	51	Sweetwater Bridge, Neb. Ter.	3 60	29
r, Utah	4 00	33	Strawberry, California	7 35	53
, Nebraska Ter.	3 30	27	Tehama, California	6 85	51
n, California	7 35	53	Timbucto, California	6 85	51
California	6 85	51	Trinity Centre, California	7 35	53
alifornia	6 85	51	Vallejo, California	6 60	50
s, California	7 35	53	Virginia City, California	7 35	53
California	6 35	48	Visalia, California	7 35	53
California	6 35	48	Volcano, California	6 85	51
Hill, California	6 85	51	Warm Springs, California	6 10	48
e, Utah	5 35	43	Watsonville, California	6 85	51
California	6 85	51	Weaverville, California	7 35	53
California	6 85	51	Weber River, Utah	4 25	35
ornia	6 60	50	Yankee Jim's, California	6 85	51
ity, Nebraska Ter.	2 35	19	Yreka, California	7 35	53

J. H. WADE, *President.*

D, *March* 10. 1862.

Attention is called to the fact that while the charge from Chicago to San Francisco is $5 35 for the first ten words and forty-three cents for each word after, the charge to Fort Churchill, Carson City, and Genoa is $7 35 for the first ten words and fifty-three cents for each word after, though the three last-named places are in Nevada Territory, several hundred miles this side of San Francisco, and directly upon the route of the Pacific telegraph. Yet the company charge $2 for each despatch of ten words and ten cents for each additional word *more* than if the despatch went on to San Francisco. According to their printed tariff they charge one dollar more for carrying a despatch of ten words from here to Sacramento, the State capital of California, than they do for carrying it one hundred and twenty miles further to San Francisco. For dropping it off at Placerville, which is still this side of Sacramento, they charge twenty-five cents more than for taking it on to Sacramento. The bill reported by the committee corrects this state of things, and gives expression to the original intention of Congress by providing for a proportionate deduction where a message is sent a part of the distance to San Francisco.

But these overcharges are insignificant when compared with the exactions of the company from the United States government and private citizens for the transmission of despatches between points in the Atlantic States and the eastern terminus of the Pacific line. Although their line commences in Nebraska Territory, from the evidence before the committee it appears that they dictate the rate of charges from Chicago and St. Louis. Their printed tariff fixes the rate from Chicago to San Francisco at $5 35 for the first ten words and forty-three cents for each additional word. The company owning the line between Chicago and the point of connexion with the Pacific line only charges the Pacific company twenty-five cents for the first ten words and two cents for each additional word, as appears by the statement of a telegraph proprietor and late large stockholder in the company, and incorporator with Sibley, in the possession of the committee. Congress stipulated that all despatches of ten words should be carried over the Pacific line for three dollars; and the Pacific company pays twenty-five cents for the transmission of such a despatch between Chicago and their eastern terminus, thus making a clear profit of $2 10 on every despatch of ten words before it touches their hands at all. The practical effect of this is an overcharge on messages sent over the line nearly equal to the original price, and is a scandalous evasion of the law. Therefore, while Congress expressly stipulated that the contractor should get no tolls from the United States government, Sibley and his associates do actually get two dollars and ten cents for each despatch of ten words, and twenty cents for each additional word that the government sends over the Pacific line, and each private citizen patronizing the line pays that much more than Congress ever intended that he should. The Secretary of War sent two despatches in one day on which the overcharge would, at the above rates, amount to $50 20, and two more, six days afterwards, on which the overcharge would be $46 60.

.n examination of the books of the Pacific company would probably ›veal even greater exactions than these.

But it is the citizens of New York, Boston, Philadelphia, San Fran-isco, and other large commercial centres who suffer most from these ontinual overcharges by this telegraph company. In one day the mount so overcharged upon business passing between the Pacific oast and New York city alone has amounted to over $200, and the mount overcharged on all the business done in one day to $550.

These evils the bill reported from the committee is designed to emedy. The government pays to this company a subsidy probably our times greater, at least, than its whole business sent over the ine would amount to if paid for at the rates charged to private par-ies. The State of California also pays a subsidy of $6,000 per an-num to the company. If the profits of the company were exceeding small, there might be some excuse for its exactions; at any rate, some foundation for legislative relief. But the committee are convinced, from the evidence before them, that its stock is enormously profita-ble—as high as seventy-five per cent. per annum on the actual cost of the line being realized. The necessities of business compel the community to use the line, notwithstanding the ingenious system of exactions has made the tariff of charges almost prohibitory. Un-doubtedly a more reasonable rate of charges would add to the profit of the line by increased business, but this fact does not seem to be appreciated by the company. The bill referred to the committee by the House forbids the Secretary of the Treasury to pay to the com-pany any further subsidies, and, besides the reforms proposed in the bill of the committee, cuts down the tariff of charges about one-hird. Perhaps it would be only strict justice to visit this severity upon the company which has certainly forfeited its contract by its llegal and selfish dealings with the people and the government; but the committee are content with throwing additional guards about the public interests, and prohibiting under severe penalties further in-fringements of the law.

37TH CONGRESS, 3d Session. } HOUSE OF REPRESENTATIVES. { REPORT No. 22.

BENJAMIN F. FLANDERS AND MICHAEL HAHN.

FEBRUARY 3, 1863.—Ordered to be printed.

Mr. DAWES, from the Committee of Elections, made the following

REPORT.

The Committee of Elections, to whom were referred the credentials of Benjamin F. Flanders and Michael Hahn, claiming to represent the first and second congressional districts in Louisiana, report:

That nearly all the facts upon which the claim of each is founded are common to both, and the conclusions of the committee being the same in each, one report will suffice for both cases.

The election was held on the third day of December, 1862. The first district in Louisiana is composed of the parishes of Plaquemines, St. Bernard, and that portion of the parish of Orleans which lies on the right bank of the Mississippi, and the said parish on the left bank below canal street in the city of New Orleans, including said city below said street.

The second district is composed of the upper portion of the city of New Orleans commencing at Canal street, and Jefferson, St. Charles, St. John, St. James, Ascension, Assumption, Lafourche, Terrebonne, St. Martin, and St. Mary parishes.

At this election the vote cast in the first district was—

For Mr. Flanders	2,370
For all others	273
Total	2,643

In the second district there were four candidates, and 5,117 votes cast, of which—

Mr. Hahn had	2,799
All others	2,318
Total	5,117

Upon this vote Messrs. Flanders and Hahn claim to be elected and entitled to a seat in this house as representatives from their respective districts. Copies of their credentials accompany this report.

All question as to the validity of this claim grows out of the anoma-

lous condition of things in Louisiana consequent upon the rebellion. The provisions of law upon the statute book of Louisiana, so far as they pertain to this case, as well as a brief recital of the principal events in the rebellion, which have deprived these districts of representation hitherto in this Congress, are necessary to a full understanding of the subject.

By an act of the legislature of Louisiana, entitled "An act relative to elections," approved March 15, 1855, page 408 of the session acts, it is provided "that elections for representatives in the general assembly shall be held on the first Monday of November, one thousand eight hundred and fifty-five, and every two years thereafter, &c.," and the same act contains the following sections relative to elections for representatives in Congress:

"SECTION 31. *Be it further enacted, &c.*, That all general elections for members of Congress shall be held at the same time and conducted in the same manner as is provided for the election of representatives to the general assembly.

"SEC. 32. *Be it further enacted, &c.*, That as soon as possible after the expiration of the time of making the returns of election for representatives in Congress, the governor, jointly with a secretary of state and a judge of one of the district courts of the State, shall proceed to ascertain from the returns the person duly elected, a certificate of which shall be entered on record by the secretary of state, and signed by the governor, and a copy thereof, subscribed as aforesaid, shall be delivered to the person so elected, and another copy transmitted to the House of Representatives of the United States, directed to the Speaker thereof.

"SEC. 33. *Be it further enacted, &c.*, That in case of vacancy by death or otherwise in the said office of representative, between the general elections, it shall be the duty of the governor, by proclamation, to cause an election to be held according to law to fill the vacancy."

A regular election for members of the thirty-seventh Congress should have taken place on the first Monday of November, 1861; but at that time the State of Louisiana had been invaded and overrun by the rebel armies, and the governor (who had become a rebel) neglected and refused to order the election for members of Congress according to law. Hence, no such election was held, and Louisiana was for the time deprived of her right of representation in the House of Representatives.

On the 25th ef April, 1862, the federal fleet under Commodore Farragut, after having passed Forts Jackson and St. Philip, and triumphed over all other resistance and obstructions in and along the Mississippi river, appeared off the city of New Orleans, and on the 1st of May the federal army had possession of the city, and General Butler published his first proclamation as commander of the "department of the Gulf," of which the following is the first paragraph:

"The city of New Orleans and its environs, with all its interior and exterior defences, having been surrendered to the combined naval and land forces of the United States, and having been evacuated by the rebel forces, in whose possession they lately were, and being now in occupation of the forces of the United States who have come to restore order, maintain public tranquillity, enforce peace and quiet under the laws and Constitution of the United States, the major general commanding the forces of the United States in the department of

the Gulf, hereby makes known and proclaims the object and purposes of the government of the United States in thus taking possession of the city of New Orleans and the State of Louisiana, and the rules and regulations by which the laws of the United States will be, for the present and during a state of war, enforced and maintained for the plain guidance of all good citizens of the United States as well as others who may heretofore have been in rebellion against their authority."

The proclamation, among other things, invited "all persons well-disposed towards the government of the United States" to "renew their oath or allegiance," and promised to such the protection of the armies of the United States. This invitation was accepted by the people to such an extent that on the 24th of September, 1862, in the parish of Orleans and the adjoining parish of Jefferson thirty-three thousand four hundred and fifty-three (33,453) citizens had taken the oath of allegiance. On the 21st of October following, twenty-seven thousand nine hunded and twenty-nine (27,929) more citizens had taken the same oath, as appears from the report of the provost marshal general of Louisiana. Brigadier General George F. Shepley was appointed military governor of the State.

Subsequently, as the rebel army retired from other portions of the State, and the federal army advanced and extended its lines to include that portion of the State generally known as the "Lafourche country," the citizens of this district also promptly came forward and renewed their allgiance to the government and the Union.

About four thousand white soldiers enlisted in the Union army in the city of New Orleans, and many of the citizens formed themselves into companies of home guards to assist the federal authorities in case of any attack by the rebels.

As fast as new parishes were brought into the federal lines and the people in sufficiently large numbers renewed their allegiance and recognized the authority of the United States. the military governor of the State appointed judges, justices of the peace, clerks of courts, sheriffs, constables, and other civil officers, and peformed all the acts which legally and constitutionally devolve upon the governor of Louisiana. In all of which her loyal citizens acquiesced and rendered an unquestioned obedience.

Soon the people of the first and second congressional districts (which districts were *entirely* within the federal lines, with the exception of the parish of St. Martin and a portion of St. Mary) demanded the right of representation in Congress, of which they had for some time been deprived, through the treason of Governor Moore and the rebel invasion of the State.

On the 14th of November, 1862, George F. Shepley, military governor of the State of Louisiana, issued a proclamation ordering an election for members of Congress in the first and second congressional districts, as follows:

A PROCLAMATION

By Brigadier General George F. Shepley, military governor of the State of Louisiana.

Whereas the State of Louisiana is now and has been without any representatives in the thirty-seventh Congress of the United States of America; and whereas a very large majority of the citizens of the first and second congressional districts in this State, by taking the oath of allegiance, have given evidence of their loyalty and obedience to the Constitution and laws of the United States:

Now, therefore, I, George F. Shepley, military governor of the State of Louisiana, for the purpose of securing to the loyal electors in the parishes composing these two congressional districts their appropriate and lawful representation in the House of Representatives of the United States of America, and of enabling them to avail themselves of the benefits secured by the proclamation of the President of the United States to the people of any State, or part of a State, who shall on the first day of February next be in good faith represented in the Congress of the United States, by members chosen thereto at elections wherein a majority of the qualified voters of such State have participated, have seen fit to issue this, my proclamation, appointing an election to be held on Wednesday, the third day of December next, to fill said vacancies in the thirty-seventh Congress of the United States of America, in the following districts, namely:

The first congressional district, composed of that part of the city of New Orleans heretofore known as municipality number one and municipality number three, and now designated as districts numbered two and three, and Suburb Treme, that portion of the parish of Orleans lying on the right bank of the Mississippi, and the parishes of St. Bernard and Plaquemines.

The second congressional district in the State of Louisiana, composed of that part of the city of New Orleans above Canal street known as the first district, and district number four, formerly the city of Lafayette, and of the parishes of Jefferson, St. Charles, St. John the Baptist, St. James, Ascension, Assumption, Lafourche, Terrebonne, St. Mary, and St. Martin.

Writs of election will be issued, as required, and the election held at the places designated by law.

The proceedings will be conducted and returns thereof made in accordance with law.

No person will be considered as an elector qualified to vote who, in addition to the other qualifications of an elector, does not exhibit to the register of voters, if his residence be in the city of New Orleans, or to the commissioners of election, if his residence be in any other place in said districts, the evidence of his having taken the oath of allegiance to the United States.

Given under my hand and the seal of the State of Louisiana, at the city of New Orleans, this fourteenth day of November, A. D. 1862, and of the independence of the United States of America the eighty-seventh.

GEORGE F. SHEPLEY,
Military Governor of Louisiana.

By the Governor:
JAMES F. MILLER, *Acting Secretary of State.*

In accordance with this proclamation the sheriffs and other officers gave public notice of the holding of the election, and all due and usual steps were taken to hold the same according to law. The sheriff of the parish of Orleans, on the 16th of November, 1862, issued the following notices in French and English:

NOTICE OF ELECTION.

Pursuant to a writ of election bearing date November 13, 1862, and to me directed by his excellency George F. Shepley, military governor of the State of Louisiana, the qualified voters of the parish of Orleans are hereby notified that an election will be held on Wednesday, the 3d day of December, 1862, to fill the vacancy, being the unexpired term now existing in the representation, for one representative of the State of Louisiana to the thirty-seventh Congress of the United States from the first congressional district in the State of Louisiana, composed of that part of the city of New Orleans heretofore known as municipality No. 1 and municipality No. 3, and now designated as Suburb Treme—that portion of the parish of Orleans lying on the right bank of the Mississippi river, and the parishes of St. Bernard and Plaquemines.

The polls will be opened in each election precinct from the hour of 8 o'clock a. m. till 4 o'clock p. m. on the day above mentioned, to wit, the 3d day of December, 1862, for the purpose of receiving the votes of the qualified voters of the parish of Orleans, under the superintendence of the commissioners and clerks to be appointed by the authorities designated by law; the election to be conducted, and triplicate returns made to the undersigned, returning officer, according to law.

JAS. E. DUNHAM, *Sheriff.*

NOTICE OF ELECTION.

Pursuant to a writ of election bearing date November 13, 1862, and to me directed by his excellency George F. Shepley, military governor of the State of Louisiana, the qualified voters of the parish of Orleans are hereby notified that an election will be held on Wednesday, the third day of December, 1862, to fill the vacancy (being the unexpired term) now existing in the representation, for one representative of the State of Louisiana to the thirty-seventh Congress of the United States from the second congressional district in the State of Louisiana, composed of that part of the city of New Orleans above Canal street, known as the first district, and district number four (formerly the city of Lafayette) of the parishes of Jefferson, St. Charles, St. John the Baptist, St. James, Ascension, Assumption, Lafourche, Terrebonne, St. Mary, and St. Martin.

The polls will be opened in each election precinct from the hours of 8 o'clock a. m. till 4 o'clock p. m. on the day before mentioned, to wit, the third day of December, 1862, for the purpose of receiving the votes of the qualified voters of the parish of Orleans, under the superintendence of the commissioners and clerks to be appointed by the authorities designated by law; the election to be conducted, and triplicate returns made to the undersigned, returning officer, according to law.

JAMES E. DUNHAM, *Sheriff.*

The 11th article of the constitution of Louisiana, of 1852, reads thus:

"The legislature shall provide by law that the names and residences of all qualified electors of the city of New Orleans shall be registered, in order to entitle them to vote; but the registry shall be free of cost to the elector."

Notwithstanding this directory provision of the constitution, the legislature neglected to pass a *bona fide* registry law for the city of New Orleans until 1856.—(See Session Acts, page 131.) The registry

law of 1856 provides for the appointment by the governor of a register of voters, "whose duty it shall be to register the names of all the qualified electors of said city in a well-bound book, which he shall keep for that purpose, to be called the 'original registry of voters,' in which he shall register, day by day, as they appear, the names and residences of all the qualified electors of the city of New Orleans," &c.

Section 5th provides that he "shall issue to every citizen, when his name is registered, an original certificate corresponding in name, residence, number, and date, with the original registry, and the presentation of such certificate, if required by the commissioner of election, shall be full proof of the facts contained therein and of the elector's right to vote," &c.

Section 12th reads as follows: "*Be it further enacted, &c.*, That the register shall, on the morning of any general election, at the opening of the poll at each precinct in the city, deliver in person or by deputy to the commissioner of election a duly certified copy, written in a fair handwriting, of the precinct registry of all the names and residences of qualified electors as they appear on the registry, alphabetically arranged for the respective precincts of the city, with one inch margin on the left-hand side; and it shall be the duty of the commissioner of elections, whenever an elector shall have voted, to mark on said margin, opposite his name, the word 'voted.' in a fair and legible hand. Should the register fail in this duty, or any other duty required by any of the provisions of this act, he shall forfeit his salary or fees of office, or so much thereof, according to the gravity of his act of commission or omission, as shall be decided in a suit or suits to be brought against him in either of the courts of the parish of Orleans, by the attorney general of the State, in the name of the State of Louisiana; but said register shall have the right of appeal to the supreme court of the State, and in the meantime the governor may suspend him from his functions and appoint a substitute, who shall thereby assume all the powers and incur all the responsibilities of the suspended register."

And section 15th is in these words: "*Be it further enacted, &c.*, That the possession of the certificate of registry issue to the legally registered elector shall be the evidence of his legal registry, and shall be conclusive evidence of that fact, *and any mistake or omission of the register to place his name on the certified lists of registry, to be furnished to the commissioners of the different precincts, shall in no manner affect such elector's right to vote so far as the fact of legal registry is in question, and the commissioners shall not have any power or discretion to refuse to receive his vote on the ground of or for the reason that his name has been omitted in the lists so furnished by the register;* and the commissioner or commissioners so refusing shall in solido be fined in a sum of not more than one thousand dollars, and imprisonment for not more than one year, after conviction on trial before the first district court of New Orleans, on indictment or information, and shall moreover be answerable to the rejected elector, on suit brought by him before any court of the parish of Orleans, in such sum as the jury may in verdict award to him, and he shall not be required to

prove any special damages further than his being, by the act of the defendant, deprived of his legal right of suffrage."

This law went into operation on the first Monday of October, 1856, but in 1861 a rebel legislature passed an act, (page 17 of the Session Acts,) the first section of which reads thus: "*Be it enacted, &c.*, That the original registry of voters of the city of New Orleans now existing be, and the same is hereby, cancelled and annulled, and the register of voters in said city be, and is hereby, authorized and required to open a new book to be called the original registry of voters, to be kept in the same manner as the registry of voters cancelled by this act has been heretofore kept."

And the 2d section provides that no elector shall be registered unless he takes an oath to support the constitution of the State and of the *Confederate States.*

This act of 1861 was, of course, unconstitutional; and when the authority of the United States was again enforced, the registry of disloyal electors to which it had given birth, was done away with, and the original and only constitutional law on the subject—the act of 1856—was revived, and, as the "original registry of voters" had been cancelled and annulled, it became necessary to appoint a new and loyal register of voters, and to begin again a registry under the act of 1856, which was done.

The judges or commissioners of election in the parish of Orleans are appointed by a "central board of commissioners," composed of the mayor of the city, the register of voters, the attorney general of the State, "and two citizens of New Orleans, who have resided in the State at least five years, to be appointed by the governor."—(See act of 1857, page 289, section 6.)

This board performed its duties by appointing the judges of the election, and officially publishing their names, precincts, &c., in French and English previous to the election.

As it was found impossible, for want of time, to register the names, &c., of *all* the voters before the day of election, the military governor ordered that those who were unable to have themselves registered in time should nevertheless be allowed to vote in the parish of Orleans in the same manner as is allowed in the country—by satisfying the commissioners of their right to vote. His proclamation to that effect is herewith submitted.

On the day of the election the registry of voters, as far as made, was at every poll; but persons whose names were not on it were, by the commissioners of their respective precincts, allowed to vote, by proof of the requisite qualifications, which was mostly done by the production of the certificates mentioned in section 15 of the act of 1856.

Some might suppose this a departure from the law; but when the language of section 15 of the act of 1856 is considered and applied to the facts, it is difficult to see how the spirit of that act has been disregarded; and, had its provisions been ignored in this particular, it would clearly have been only a disregard of a mere *directory* provision of the law. The principal and only aim of the law is to secure fair

elections, and the non-observance of directory provisions cannot annul an election carried on with all the essentials of an election and with perfect fairness.

This principle of law, with regard to directory provisions, has been repeatedly and clearly laid down by the supreme court of Louisiana and the supreme courts of other States, as well as by the Supreme Court of the United States, and is too well understood by every legal mind to need any elucidation here. And it is expressly enacted that no elector shall be deprived of his vote by any omission to give him a certificate of his election.

It may be well to remark that under no possible view can this question be of any practical importance in this case, as the result would be the same with regard to the successful candidates even if the whole vote of New Orleans would be thrown out, for they both obtained majorities in the country parishes of the respective districts where there are no registry laws.

The election took place on the 3d of December, and the following statement shows the result in detail:

First congressional district, State of Louisiana.

Parishes.	CANDIDATES.			
	B. F. Flanders.	J. E Bouligny.	Scattering.	Total.
Orleans	2,146	136	16	2,298
St. Bernard	43	11	.....	54
Plaquemines	141	10	.....	151
Total	2,330	157	16	2,403

Second congressional district, State of Louisiana.

Parishes.	CANDIDATES.					
	M. Hahn.	E H. Durell.	Jacob Barker.	W. R. Greathouse.	Scattering.	Total.
.....	1,411	856	265	178	3	2,713
n.....	133	51	46	179	.....	409
n's, (no returns)..	.....	.....	.....	.....	.....	.....
rles.....	.....	11	22	.....	.....	33
ıes.....	89	.....	7	.....	18	114
ıtion	157	382	49	.....	1	589
ion.....	218	8	17	.....	.....	243
onne.....	461	38	27	.....	28	554
he.....	330	112	20	.....	.....	462
'otal.....	2,799	1,458	453	357	50	5,117

ıe parishes of St. Mary and St. Martin's, the only other parishes second congressional district, there was no election, in conse- e of the presence of rebel guerrilla bands in portions of those es.

committee have found little difficulty in coming to a conclu- hat the claimants should be admitted to their seats, except in ; as to the power of the military governor to fix the day of this ›n. In all things else there has been strict conformity to law. istricts were entirely free from a rebel force to restrain or over- he loyal votes. The old voting precincts and voting places all restored, and votes polled at every one of them, except in ıconsiderable parish, and part of another in one district into guerillas sometimes made incursions. There was a very full given—a remarkably full one when compared with the vote at r congressional elections, if allowance be made for the usual rtion of voters among the soldiers absent in the Union and armies. Two thousand men had been recruited by General : into his own regiments, and two full regiments of Louisiana ; had been organized by him from these two congressional dis- while more had gone into the rebel army, though many of had returned to the city and their allegiance. Deducting the r proportion of voters from these, and there can be no doubt ull vote when the result is compared with that in former years. e last election for representative in the first district, in 1859, hole number of votes was 4,970; at the present election, 2,643;

difference, 2,327. In the second district, in 1859, the whole number was 10,367; at the present election the whole number was 5,117; difference, 5,250.

The election appears to have been preceeded by as earnest a canvass, by different candidates, as is usual. Public meetings were held in the city hall and other parts of the city. Conventions were held, candidates brought forward, their merits canvassed, and some withdrawn, while others and all who wished, and had not disqualified themselves under the act of Congress by their connexion with the rebellion, tried their chances of an election. The public papers, immediately after the election, testified to the quiet and good order which distinguished the day; and one of them, published by a defeated candidate, speaks the next morning after the election of the manner in which it was conducted as follows:

From the National Advocate, owned and published by Mr. Jacob Barker, one of the defeated candidates.

"The election yesterday, in the second congressional district, so far as the city is concerned, resulted in giving Mr. Hahn a majority.

"It was the most orderly and well-conducted election ever witnessed in this city.

"So far as Mr. Barker was personally concerned, he is well pleased with the privilege of remaining at home. His wish, often put forth in this paper, was that every elector should vote for the man he considered best qualified for the work to be done."

The New Orleans Delta, which supported Mr. E. H. Durell in the second congressional district, on the morning after the election uses the following language:

"We should have been gratified to announce the election of Mr. Durell. He is an able man and would have done the State service. But we are satisfied with the result, since so able a man and true a patriot as Mr. Hahn has won the prize."

It further says:

"The election yesterday, for two members of Congress to represent the first and second congressional districts of Louisiana, passed off very quietly. There was no disturbance of any kind, so far as we have heard; and in this particular we have to congratulate the inhabitants of this city on the favorable change that has taken place in the manners of the people since the advent of the new *régime*. There was, to be sure, some noisy demonstrations on the part of the partisans of Mr. Jacob Barker, but he was defeated—getting fewer votes than any other candidate."

The New Orleans True Delta, a paper which supported Mr. Hahn in the second district, but *not* Mr. Flanders in the first, two days after the election commences an editorial as follows:

"Now that the smoke of battle of Wednesday's election has cleared away, it may not be considered inappropriate if we refer, in a few words, to that important event. The election for Congress in the first congressional district seems to have gone by default, Mr. Flanders having been almost unanimously elected.

"The contest in the second congressional district, always considered one of the most important districts in the State, was an exciting one," &c.

Major General B. F. Butler, in his farewell address to his army, dated December 15, 1862, pointing with pride to the peaceful fruits of the restoration of order and law in the rear of its triumphal march, thus speaks to it at different and distant posts of duty:

"I take leave of you by this final order, it being impossible to visit your scattered out-posts, covering hundreds of miles of the frontier of a larger territory than some of the kingdoms of Europe."

In enumerating the benefits conferred on Louisiana by the entrance and conduct of the federal army, he says:

"You have fed the starving poor, the wives and children of your enemies; so converting enemies into friends, that they have sent their representatives to your Congress by a vote greater than your entire number from districts in which, when you entered, you were tauntingly told that there was 'no one to raise your flag,'"

And in his farewell address to the citizens of New Orleans, dated December 24, 1862, General Butler says:

"I have given you freedom of elections greater than you ever enjoyed before."

Indeed, one of the most cheering omens of restoration and peace which has been discovered in the whole progress of the war is the alacrity with which the electors of these two congressional districts responded to this call for an election of representatives to the United States House of Representatives, and the orderly manner in which they exercised the elective franchise.

It remains to be considered, finally, whether this election, thus conducted, in which all the loyal voters in such numbers participated in conformity with all the provisions of law, shall be set aside by this House and the representation denied, because the time for holding it was fixed by the military governor in the absence of any other governor. The exact powers of a military governor cannot be easily defined. They have their origin in, and are probably limited by, necessity. They are to some extent civil as well as military, and the authority for his civil functions is no less clear than for his military. The Supreme Court and Congress have recognized both. The former, in the case of Cross *vs.* Harrison, (16 Howard, 164,) recognized as valid the imposition and collection of duties by a military governor, even after the port at which they were imposed and collected had been by statute included in a collection district and a collector appointed, but who had not entered upon the duties of his office. And Congress admitted California into the Union with a State government formed and set in motion, even to the election of senators and representatives in Congress, exclusively under the auspices of a military governor. The constitutionally-elected governor of Louisiana had turned traitor, and refused to discharge his constitutional obligations in this regard. What were the loyal voters to do? Were they to turn traitors, also, or be disfranchised? The Constitution imposes upon the United States this obligation, (art. iv, sec. 4 :)

"The United States shall guarantee to every State in this Union a republican form of government, and shall protect each of them from invasion; and on

application of the legislature, or of the executive, (when the legislature cannot be convened,) against domestic violence."

Representation is one of the very essentials of a republican form of government, and no one doubts that the United States cannot fulfil this obligation without guaranteeing that representation here. It was in fulfilment of this obligation that the army of the Union entered New Orleans, drove out the rebel usurpation, and restored to the discharge of its appropriate functions the civil authority there. Its work is not ended till there is representation here. It cannot secure that representation through the aid of a rebel governor. Hence the necessity for a military governor to discharge such functions, both military and civil, which necessity imposes in the interim between the absolute reign of rebellion and the complete restoration of law. Suppose Gov. Moore to be the only traitor in Louisiana. One of two things must take place. The people must remain unrepresented or some one must *assume* to fix a time to hold these elections. Which alternative approaches nearest to republicanism—nearest to the fulfilment of our obligations, to guarantee a republican form of government to that people, closing the door of representation, or recognizing as valid the time fixed by the military governor? Are this people to wait for representation here till their rebel governor returns to his loyalty and appoints a day for an election, or is the government to guarantee that representation as best it may? The committee cannot distinguish between this act of the military governor and the many civil functions he is performing every day, acquiesced in by everybody. To pronounce this illegal, and refuse to recognize it, is to pronounce his whole administration void and a usurpation. But necessity put him there and keeps him there.

Again: this George F. Shepley assumes to act as governor of Louisiana, discharging the civil functions of such governor. This is one of them. All loyal men in the State acquiesce in these acts. There is no other man discharging them or seeking to discharge them. This act of fixing the time of an election comes in conflict with no time fixed by any other man. This is to be governor *de facto*. This House has no jurisdiction to determine who is rightfully in the office of governor of Louisiana. Thus, if this act be taken as the act of a governor *de facto*, it must be recognized as valid. The present House has already recognized and pronounced as valid this very act of a governor *de facto* in fixing the time for holding an election in the case of two members of the House from Virginia.

The committee are therefore constrained, as well by the precedents which this House has already laid down for its guide as by the other considerations herein submitted, to recognize the day thus fixed for this election.

In a case heretofore submitted to this committee, that of the honorable Andrew J. Clements, of Tennessee, after a careful consideration of the whole subject, they submitted a resolution, which was unanimously adopted by the House, in favor of his right to the seat he claimed—based upon the following conclusion :

"In conclusion, the committee, upon the whole evidence, find that on the day of election no armed force prevented any considerable number of voters in any part of the district from going to the polls, and that on that day, in conformity with the forms of law, two thousand votes at least were cast for the memorialist as a representative to this Congress, and none, so far as the committee know, for any other person. They therefore report the following resolution, and recommend its adoption:"

In the Louisiana cases, here presented, all the essentials of this case are fully found, and all that is essential to an election abundantly proved. The committee therefore report the following resolutions:

Resolved, That Benjamin F. Flanders is entitled to a seat in this House as a representative from the first congressional district in Louisiana.

Resolved, That Michael Hahn is entitled to a seat in this House as a representative from the second district in Louisiana.

STATE OF LOUISIANA.

EXECUTIVE DEPARTMENT,
New Orleans, November 22, 1862.

[General order No. 22.]

I. The central board of commissioners in and for the parish of Orleans will be composed of the mayor of the city of New Orleans, the city attorney of said city,* the register of voters for said city, and Dr. Edward Ames and Charles Leaumont, esq., "two citizens of New Orleans, who have resided in this State at least five years, hereby appointed by the governor."

The central board of commissioners, hereby constituted, will perform the duties imposed by the act of 1857, No. 289, entitled "An act relative to elections in the parish of Orleans."

II. Inasmuch as it has been found impracticable to secure a full registration of all the loyal voters in the parish of Orleans, in season for the ensuing election for representatives in Congress, the commissioners of election in the parish of Orleans, to be appointed by the central board, will decide upon the qualification of voters in the same manner as in the other parishes of the State, and may receive the vote of any loyal citizen who is a legal voter, as provided in the 13th and 14th sections of "An act relative to elections," approved March 15, 1855.

By order of Brigadier General George F. Shepley, military governor of Louisiana.

JAMES F. MILLER,
Assistant Adjutant General.

STATE OF LOUISIANA, EXECUTIVE DEPARTMENT,
New Orleans, December 9, 1862.

To all persons to whom these presents may come:

Know ye that I, George F. Shepley, military governor of Louisiana, by my proclamation and writ of election, did cause an election to be held on the third

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* L. Madison Day, esq., the city attorney, is also the acting attorney general.

day of December, A. D. eighteen hundred and sixty-two, according to law, to fill the vacancy existing in the office of representative of the second congressional district of this State to the thirty-seventh Congress of the United States of America, and that I have ascertained from the returns of said election, and do hereby certify, that Michael Hahn was duly elected to fill the vacancy in said office.

In testimony whereof, I have hereunto set my hand and affixed the seal of the State on this ninth day of December, in the year of our Lord one [L. S.] thousand eight hundred and sixty-two, and in the year of the independence of the United States of America the eighty-seventh.

G. F. SHEPLEY,
Military Governor of Louisiana.

By the Govenor:
JAMES F. MILLER,
Acting Secretary of State.

STATE OF LOUISIANA, EXECUTIVE DDPARTMENT,
New Orleans, December 9, 1862.

To all persons to whom these presents may come:

Know ye that I, George F. Shepley, military governor of Louisiana, by my proclamation and writ of election, did cause an election to be held on the third day of December, A. D. eighteen hundred and sixty-two, according to law, to fill the vacancy existing in the office of representative of the first congressional district of this State to the thirty-seventh Congress of the United States of America, and that I have ascertained from the returns of said election, and do hereby certify, that Benjamin F. Flanders was duly elected to fill the vacancy in said office.

In testimony whereof, I have hereunto set my hand and affixed the seal of the State on this the ninth day of December, in the year of our Lord [L. S.] one thousand eight hundred and sixty-two, and in the year of the independence of the United States of America the eighty-seventh.

G. F. SHEPLEY,
Military Governor of Louisiana.

By the Governor:
JAMES F. MILLER,
Acting Secretary of State.

37TH CONGRESS, 3d Session. } HOUSE OF REPRESENTATIVES. { REPORT No. 23.

JOHN B. McCLOUD AND W. W. WING.

FEBRUARY 4, 1863.—Ordered to be printed.

Mr. DAWES, from the Committee of Elections, made the following

REPORT.

The Committee of Elections, to whom were referred the credentials of John B. McCloud claiming to be elected a representative from the second district in Virginia, and also the petition of W. W. Wing to be admitted to the same seat, report:

That the second district in Virginia is composed of the counties of Isle of Wight, Princess Ann, Norfolk county and Norfolk city, Nansemond, Surry, Sussex, Southampton, Greensville, Prince George, and Charles City. The election at which these gentlemen claim to have been elected took place on the 22d day of December, 1862, and resulted, according to the returns, in 645 votes for J. B. McCloud, 621 for W. W. Wing, 116 for L. C. P. Cowper, all others 20 votes—in all. 1,402 votes.

The constitution of Virginia, article 3, section 4, requires that "in all elections votes shall be given openly, or *viva voce*, and not by ballot, but dumb persons entitled to suffrage may vote by ballot."

The committee have been furnished by General Viele with the following return of election for a member of Congress to represent the second congressional district of Virginia, held on the 22d day of December, 1862, in pursuance of the proclamation of Major General Dix, commanding department of Virginia, and dated 8th day of December. 1862:

Precincts.	W. W. Wing.	J. B. McCloud.	L. C P. Cowper	Scattering.
Court-house, city of Portsmouth, Norfolk county.	193	486	76	14
Capp's shop precinct, Princess Ann county.....	72	2	.....	.....
Kempsville precinct, Princess Ann county.....	25	5	1	3
Tanner's creek cross roads, Norfolk county.....	42	.....	.....	.....
City of Norfolk, Norfolk county.....	285	81	12	1
Suffolk precinct, Nansemond county	1	12	26	.....
St. Bride's parish precinct, Great bridge, Norfolk county.....	3	59	1	2
Totals.....	621	645	116	20

Total number of votes polled, 1,402.

Duplicate.

EGBERT J. VIELE,
Brig. Gen'l and Military Governor.

HEADQUARTERS MILITARY GOVERNOR,
Norfolk, Va., December 25, 1862.

It was claimed by Mr. Wing, and admitted by Mr. McCloud, that at the St. Bride parish precinct, where fifty-nine votes were cast for Mr. McCloud and three for Mr. Wing, the voting was by ballot instead of *viva voce;* and that if these votes had been rejected in the count as illegal, being in conflict with the constitution of the State, that the result would have been 618 votes for Mr. Wing, and only 589 for Mr. McCloud, and that consequently Mr. Wing would be entitled to the seat. This is the basis of Mr. Wing's claim. The election is considered by both in all other respects legal and sufficient.

But the committee have carried their inquiries further than the decision of this point, and the result is such as to render its decision wholly unnecessary.

On the 8th day of December Major General John A. Dix, "commanding department of Virginia," issued the following proclamation calling for an election of a representative to Congress in this district, on the 22d day of December:

PROCLAMATION.

Whereas there is reason to believe that a majority of the legal voters in the counties of Norfolk and Princess Ann, constituting the larger portion of the second congressional district of Virginia, are, and have always been, at heart loyal to the government of the United States, and obedient to the laws thereof; and whereas, in view of the proclamation of the President of the United States of the 22d of September last, it is desirable that the loyal portion of States in

rebellion should have the opportunity of being represented in Congress on the 1st of January next:

Now, therefore, I, John A. Dix, commanding the department of Virginia, do issue this my proclamation, declaring that an election by ballot shall be held on Monday, the 22d day of December instant, for a representative to fill a vacancy in the thirty-seventh Congress of the United States of America in the 2d district of Virginia. Writs of election will be duly issued by Brigadier General Viele, military governor of Norfolk, and the elections held in the several precincts designated by law in the counties of Norfolk, Princess Ann, Nansemond, and Isle of Wight. The commissioners appointed, when duly notified will appear and take the prescribed oath before the provost marshal, at the court-house in the city of Norfolk, or before the provost marshal at Suffolk.

All white males of the age of twenty-one years and upwards, actual residents of the district, who shall not have refused, heretofore, to give evidence of their fidelity to the government, shall be entitled to vote.

All persons entitled, and declining to vote, and who are not prevented by age, infirmity, or other valid cause from performing their duty as citizens by voting under this proclamation, will be regarded as hostile to the government, and subject to all the penalties of disloyalty.

Given under my hand, at Fort Monroe, Virginia, this 8th day of December, 1862.

JOHN A. DIX, *Major General.*

And on the twelfth day of December Brigadier General Veile, military governor of Norfolk, issued the following proclamation:

HEADQUARTERS MILITARY GOVERNOR,
Norfolk, Virginia, December 12, 1862.

In accordance with the foregoing proclamation of Major General John A. Dix commanding the department of Virginia, I, Egbert L. Viele, brigadier general and military governor of Norfolk, do appoint the following named persons as commissioners of election at the places named:

COUNTY OF NORFOLK.

Norfolk city precinct.—William R. Jones, James Simmons, Simon Stone.

Portsmouth city precinct.—Thomas W. Godwin, W. H. Lyons, W. F. Parker.

St. Bride's parish precinct.—Richard E. Nash, Washington Hall, LeRoy R. G. Edwards.

Elizabeth river parish precinct.—Peter Dilworth, George C. Cromwell, Hatton Williams.

PRINCESS ANN COUNTY.

Court-house precinct.—Newton Capps, Jeremiah Lane, Newton Hartley.

Kempsville precinct.—James Burroughs, Dr. E. D. Cornick, Dr. James E. Bell.

NANSEMOND COUNTY.

Suffolk precinct.—G. W. Singleton, Robert M. Darden, E. A. Wingate.

ISLE OF WIGHT COUNTY.

Smithfield precinct.—Alexander Ashburn, S. G. Darden, Colonel W. Watkin.

The commissioners will appear and qualify as above.

The returns will be duly authenticated, sealed, and delivered to me at these headquarters within three days subsequent to the election.

Given under my hand, at the city of Norfolk, this the 12th day of December, 1862.

EGBERT L. VIELE,
Brigadier General and Military Governor.

Francis H. Peirpoint, governor of the Commonwealth, issued writs of election bearing date December 12, 1862, of which the following is a copy:

To the sheriff, or any constable, or to any three freeholders in the county of Isle of Wight, Virginia:

Whereas the voters of the second congressional district of Virginia, composed of the counties of Isle of Wight, Princess Ann, Norfolk county, Norfolk city Nansemond, Surry, Sussex, Southampton, Greensville, Prince George, and Charles City, failed to elect, on the 23d of May, 1861, a representative to the thirty-seventh (37th) Congress of the United States, and that you meet and make return, according to law, the third day thereafter.

You are hereby required, having first taken the oath or affirmation prescribed by existing laws, to hold an election to supply the vacancy aforesaid, at the several places of voting in Isle of Wight county, on Monday, the twenty-second day of December, 1862, or such other day as you may appoint, and of which you shall give due notice; and full authority is hereby conferred on you to do and provide whatever may be necessary for the purpose.

[L. S.] Given under my hand and the less seal of the Commonwealth, at the city of Wheeling, this twelfth day of December, 1862, and in the eighty-seventh year of the Commonwealth.

F. H. PEIRPOINT.

By the governor:
L. A. HAGANS,
Secretary of the Commonwealth.

Only four of these writs could be traced, and these were brought from Wheeling, the governor's residence, by "Adjutant General Samuels," to Norfolk, on the Saturday preceding the election, which was on Monday, and delivered, as stated to Mr. Wing, on Sunday, and by him delivered to the officers of four voting precincts before midnight of that day. When first issued, the writs called for an election on *Saturday*, the twenty-*seventh* of December; but they were afterwards altered by erasure to *Monday*, the twenty-*second* day of December. When, and by whom, or by what authority of law, these alterations were made is not known to the committee. The returns were made to the office of General Viele, in Norfolk, and the result there declared.

It is difficult to imagine a proceeding so entirely in disregard of the requirements of the law of this State as this election. Whether authority for it be sought in the proclamation of Major General Dix, "commanding department of Virginia," or in that of Brig. General Viele, "military governor of Norfolk," or in the writs of election issued by Francis H. Peirpoint, governor of the Commonwealth of Wheeling, or in all three combined, it is equally in conflict with the plainest

provisions of the law of the State. What territory in Virginia the "department of Virginia" embraces the committee are not informed; so that they are unable to say that it did or did not embrace the second congressional district. The committee are also ignorant of the source from whence General Dix obtained authority to call an election at all. He does not purport to call it as military governor, who is clothed to some extent with civil as well as military powers. The committee are not aware that General Dix assumes to discharge any other civil functions whatever. But the proclamation itself undertakes to prescribe the qualifications which alone would entitle a man to vote at this election, when the Constitution of the United States and of Virginia have fixed the qualification of voters for representative to Congress, and these qualifications cannot be added to or taken from.

Article 1, section 2, of the Constitution of the United States is as follows:

"The House of Representatives shall be composed of members chosen every second year by the people of the several States, and the electors in each State shall have the qualifications requisite for electors of the most numerous branch of the State legislature."

And the constitution of Virginia provides, article 3, section 1:

"Every white male citizen of the Commonwealth, of the age of twenty-one years, who has been a resident of the State for two years, and of the county, city, or town where he offers to vote, for twelve months next preceding an election, *and no other person*, shall be qualified to vote for members of the general assembly."

And section 4 provides, as already cited, that "in all elections votes shall be given openly, or *viva voce*, and *not* by ballot."

A comparison of these several provisions with the proclamation of General Dix will show the departure and conflict without any comment or inquiry into the authority for issuing it.

The proclamation of General Viele seems to have been in aid of that of General Dix. It is issued by him as "military governor of Norfolk." The committee have failed to obtain the instructions to General Dix in this matter, and are equally ignorant of the extent of jurisdiction of the military governor of Norfolk. If anything can be learned from his title, it is confined either to the city or county of Norfolk. If that be so, he could hardly interfere in this election with the counties of Princess Ann, Nansemond, or Isle of Wight. But he not only appointed commissioners of election in the county of Norfolk, but also in the other counties already named, and required all from all these counties to make returns to "these headquarters within three days subsequent to the election." The statutes of Virginia require these commissioners to be appointed by the court of each county, and requires them to make returns to the clerks of the county courts of their respective counties, and they to the clerk of the county of Isle of Wight, and he declares the result. But it seems that this proclamation, like that of General Dix, was confined to four out of the eleven counties of this district. There is no authority of *law* for this selection, and it is supposed to have been induced by ne-

cessity, the remainder of the district being within the rebel lines. But whatever the reason, the House can at once see the danger if it were permitted If certain counties may be selected in a district, and others omitted in the issue of writs of elections, then the control of the representation must rest with the power of selection. It should be sufficient, however, that the law does not sanction any such selection, and requires the issue of writs to the proper officers of all the counties.

But the writs of Francis H. Peirpoint, governor of the Commonwealth of Virginia, were also issued in this case, as has been already said. There were none of them sent to any county in the district except the four already named, and, therefore, all that has been said touching the same proceeding, under the proclamations of General Dix and General Viele, has equal force here. But these writs, although bearing date the 12th of December, and calling originally for an election upon Saturday, the 27th day of December, were first brought into the district on Saturday, the 20th, and delivered on Sunday, the 21st, to one of the candidates for distribution, and then, by erasions and insertions made at some time—the committee do not know when—they became writs for an election on the next day, that is, on *Monday*, the twenty-*second* day of December, and they were so distributed that day. Now, it is expressly enacted by the statutes of Virginia that "every officer to whom a writ of election is directed shall, at least *ten days* before such election, give notice thereof, and of the time of the election, by advertisement at each place of voting in his county or corporation." With this plain and express provision of law before them, the committee are at a loss for any explanation of the reason of delivering these writs on Sunday for an election the next day, except that given to the candidate at the time of their delivery by General Samuels, the messenger, who brought them, as stated to the committee by Mr. Wing himself, viz: "*to give a semblance of legality to the election.*" Whatever may have been the reason for this proceeding, the proceeding itself will have a tendency to invoke the closest scrutiny on the part of the House into the regularity of each successive step in all elections held under the circumstances which attend this.

But turning from an examination of the conformity to legal requirements in this election to the question whether the voters of this district, conforming as nearly to law as possible, have, unrestrained and unawed by the presence of any considerable rebel force, had full and fair opportunity to express their choice of a representative, the committee find that but 1,402 votes in all were cast in a district usually polling about 10,000 votes; that of the eleven counties composing this district polls were opened in only four of them, and not in every precinct in these four, for the reason that they were in the armed occupation of the rebels. No polls could, therefore, be opened, and not a single voter—be the number what it may in this much the greater portion of the district—could cast a vote, or in any way have a voice in the selection of a representative. According to the uniform rule adopted by the committee and sustained by the House, this has

failed, in any just sense, to be the election of a representative from the second district in Virginia. The committee, therefore, report adversely upon the right of either claimant to the seat, and recommend the adoption of the accompanying resolutions:

Resolved, That J. B. McCloud is not entitled to a seat in this House as a representative from the second congressional district in Virginia.

Resolved, That W. W. Wing is not entitled to a seat in this House as a representative from the second congressional district in Virginia.

STATE OF VIRGINIA,
City of Norfolk, December 27, 1862.

It is hereby certified that at an election held on the 22d day of December 1862, (in pursuance of a proclamation made by Major General John A. Dix, commanding the department of Virginia,) and in pursuance of writs of election issued by his excellency Francis H. Peirpoint, governor of the State of Virginia, in the several counties comprising the second congressional district of Virginia, John B. McCloud was duly elected to represent the same in the Congress of the United States.

Given under our hands this — day of December, in the year of our Lord one thousand eight hundred and sixty-two.

JNO. W. TUCKER,
Conductor of Election at the Court-House, Norfolk County.
DENNIS CAPPS,
Conductor of Election at Capp's Shop Precinct, Princess Ann County.
E. D. CORNICK,
Conductor of Election at Kempsville Precinct, Princess Ann County.
F. B. SHUMADINE,
Conductor of Election at Elizabeth River Parish Precinct, Norfolk County.
SIMON STONE,
Conductor of Election at the Precinct of the City of Norfolk.
G. W. SINGLETON,
Conductor of Election at the Suffolk Precinct, Nansemond County.
R. E. NASH,
Conductor of Election at St. Bride's Parish Precinct, Great Bridge, Norfolk County.

A PROCLAMATION.

By the governor.

Whereas it is certified to me by the proper officers that, at an election held on the 22d day of December, A. D. 1862, in the second congressional district of Virginia, composed of the counties of Isle of Wight, Princess Ann, Norfolk, Norfolk city, Nansemond, Surry, Sussex, Southampton, Greenesville, Prince George, and Charles City, for a representative in the thirty-seventh Congress of the United States, a majority of the votes cast were given for John B. McCloud, esq.:

Now, therefore, I, Francis H. Peirpoint, governor of the Commonwealth of Virginia, do declare, by this my proclamation, the said John B. McCloud, esq. duly elected to represent the said congressional district in the thirty-seventh Congress of the United States.

Given under my hand and the great seal of the Commonwealth, at the city of
[L. S.] Wheeling, the fifth day of January, in the year of our Lord one

thousand eight hundred and sixty-three, and in the eighty-seventh year of the Commonwealth.

FRANCIS H. PEIRPOINT.

By the governor:
L. A. HAGANS,
Secretary of the Commonwealth.

NORFOLK COUNTY, *December* 26, 1862.

The undersigned do hereby certify that at a poll held at Great Bridge, St. Bride's parish, Norfolk county, on the 22d instant, for a member of Congress to represent this second congressional district in the Congress of the United States, W. F. Lockwood, F. Cason, and W. Williamson voted for Warren Wing; Z. Jones voted for L. C. P. Cowper; J. Humphries voted for General E. L. Viele; A. Bohlken voted for Robert Ballance.

The remaining persons on the list of voters, returned with the ballot-box, voted for John B. McCloud.

R. E. NASH.
WASHINGTON HALL, *Commissioner.*
ROBERT BALLANCE, *Poll Keeper.*

UNION OFFICE, *Norfolk, Va., January* 12, 1863.

SIR: I wish to call your attention to the certificate of election granted to John B. McCloud by F. H. Peirpoint, governor of Virgina, and to say that the certificate purporting to be signed by the conductors of elections was signed by those whose names are attached singly, and not in presence of other conductors, certifying that ——— is elected, the blank afterwards having been filled up, by either General Viele or General Dix, with the name of John B. McCloud. I request, as a matter of justice, that you send for the returns and summon such persons as you deem proper to give evidence. I claim to be elected by the *viva voce* vote, which is the only recognized manner of voting in Virginia.

I am, respectfully, your obedient servant,

W. W. WING.

The CHAIRMAN *of the Committee of Elections.*

WASHINGTON, *January* 26, 1863.

SIR: In presenting my claim as the member elect from the second congressional district of Virginia to the consideration of your committee, I deem it proper to state that the election returns show that six hundred and eighteen (618) votes were cast at the several precincts for me, in the mode prescribed by the fifteenth section of the third article of the constitution of Virginia, while for the other claimant, J. B. McCloud, there were cast only five hundred and eighty-six (586) votes, in accordance with the above-mentioned section and article of the constitution. This statement can be verified by an examination of the returns now in possession of Mr. McCloud, who obtained them for the purpose of submitting them to the committee.

I am, very respectfully, your obedient servant,

W. W. WING.

Hon. H. L. DAWES,
Chairman of the Committee of Elections,
House of Representatives.

37TH CONGRESS, 3d Session. } HOUSE OF REPRESENTATIVES. { REPORT No. 24.

ELIZABETH HOUSENER.

[To accompany bill H. R. No. 725.]

FEBRUARY 6, 1863.—Ordered to be printed.

Mr. HARRISON, from the Committee on Invalid Pensions, made the following

REPORT.

The Committee on Invalid Pensions, to whom was referred the petition of Elizabeth Housener, beg leave to report:

That in September, A. D. 1861, at Tuscarawas county, Ohio, her husband, Christian Housener, volunteered and was duly mustered into the service of the United States as a private in company B, 51st regiment Ohio volunteer infantry; that said Christian continued in the service aforesaid until the 22d day of September, A. D. 1862, when, by reason of disease by him contracted while in said service and in the line of his duty therein, he was discharged; and that in October, A. D. 1862, while on his return to his family, the said Christian was by accident thrown from a boat on the Ohio river, near Louisville, Kentucky, and drowned; that said Christian died, leaving the said Elizabeth his widow and two children in poverty; that the said Elizabeth has no property or means of supporting herself or children save by her daily labor. The committee, therefore, recommend the passage of the accompanying bill for her relief.

37TH CONGRESS, 3d Session. } HOUSE OF REPRESENTATIVES. { REPORT No. 25.

ROBERT HAMILTON, JR.

[To accompany bill H. R. No. 727.]

FEBRUARY 4, 1863.—Ordered to be printed.

Mr. HUTCHINS, from the Committee of Claims, made the following

REPORT.

The Committee of Claims, to whom was referred the memorial of Robert Hamilton, jr., of Hanging Rock, in the county of Lawrence, and State of Ohio, together with the evidence therewith connected, asking compensation for the value of the steamboat Hanging Rock, wrecked and lost by unavoidable accident while in the military service of the United States, have had the same under consideration, and report:

1. They find from the evidence, consisting of the "enrolment" of said boat and the written testimony of sundry witnesses, that, at the time of the wreck of the same, the said Robert Hamilton, jr., was sole owner thereof.

2. They find, from the report of J. M. Huntington, assistant quartermaster of the United States for the military department of Western Virginia, to M. C. Meigs, quartermaster general of the United States, of the date of November 17, 1861, as well as from the sworn testimony of Captain Hamilton and other officers of the said boat, that on the 12th of November last, while said steamer was lying at the wharf of Gallipolis, on the Ohio river, and bound down said river for Portsmouth, Ohio, the said boat was chartered by said Quartermaster Huntington for the purpose of conveying a barge of hay, oats, corn, forage, &c., from the port of Gallipolis to Cannelton, on the Great Kanawha river, then a military post, at the foot of what is known as the "Catfish" Rapids, in said river.

That said cargo on said 12th day of November, 1861, was placed aboard of said steamer, and consigned to Cannelton, said Quartermaster Huntington at the same time going aboard of said boat, and having the same, with the cargo, in charge; that at the mouth of the Great Kanawha he took to his assistance aboard of said boat, for the purpose of guarding the same and her cargo, a military officer and thirty United States soldiers, who accompanied said boat on her said voyage.

The 13th day of November, and the second day of said voyage, said boat and her cargo arrived in the Great Kanawha river, at

Cannelton, her place of destination, and the point for which she had been chartered, in safety, and was in the act of landing, when Captain Cahill, the United States military commander of the post at Cannelton, came towards said boat on horseback, and ordered said Quartermaster Huntington, who, at the time, was standing upon the hurricane deck of said boat, near the pilot-house, to proceed further up said river with said boat and cargo, and to discharge the said freight at Loup creek, a point about five miles above Cannelton; thereupon, at the same instant of time, the said Huntington repeated to the pilots and officers of the boat said order of Captain Cahill, ordering them to proceed to Loup creek, and discharge said cargo there, without consulting the wishes of the captain or other officers of said boat.

Your committee further find that the officers of said boat made all reasonable efforts to comply with said order by attempting to pass said boat and cargo up through said rapids; that such was the velocity of the current as to cause the water to rush over the forecastle of the boat as she approached the head of the rapids. She was unable further to stem the current, and was pushed down stream about thirty feet, where her hull caught upon a large wooden spile. At this point in the channel a vertical current is produced by an island near the head of the rapids, which about equally divides the waters upon either side. They meet below where the boat struck upon the spile. One of these irregular currents striking the bow of the boat, while it was fast upon the spile about midships, rendered it unmanageable. The pilot, who at the time stood at the wheel, states in his testimony that the current, striking the head or bow of the boat as she struck upon the spile, forced her round, crosswise of the rapids; that as she swung round her stern struck against the rocks in the margin of the channel, breaking and carrying away her rudder, and leaving the boat crosswise of the channel. The current, pressing against the side of the hull, pushed the spile through it, and caused the boat to sink in about two minutes in twelve feet of water.

The captain, engineer, and other officers of the boat, all testify that it was not possible for any pilot to have held said boat against the force of the current after she had struck said spile. They, together with the reports of the United States quartermaster, Huntington, all agree that the loss of said boat was not caused by any want of care or skill on the part of the officers and crew, or by any fault in said boat.

3. They further find that immediately upon the sinking of said boat said quartermaster took possession of the same, declared the boat forfeited to the United States, and then employed his said guard of soldiers to perform the task of wrecking said boat. That all the movable fixtures, furniture, rig, and tackle belonging thereto, as well as the wreck, are yet in the possession of the United States.

Your committe, from the evidence before them, are brought to the following conclusions:

1st. That said steamer had performed the contract of her owner, Captain Hamilton, with the United States when she had arrived with her cargo at Cannelton.

2d. That she was lost by unavoidable accident when under impressment by military authority, and while actually engaged in transporting military stores to the United States army in command of General Rosecrans in Western Virginia.

3d. That the owner of said boat is entitled to be paid her value at the time of her wreck.

Your committe have before them the sworn testimony of eighteen witnesses, owners and engineers and commanders of steamboats upon the Ohio river, as well as that of several prominent shippers, all of whom testify as to their acquaintance with said boat, and give their several opinions as to her value at the time of her said wreck. Presuming the witnesses all to be equally candid, and giving due weight to the judgment of each, we find from their testimony the value of said steamer, at the time of its destruction, to have been seven thousand five hundred and sixty-four dollars, ($7,564,) and herewith report a bill providing for its payment. All of which is submitted.

37TH CONGRESS, 3d Session. } HOUSE OF REPRESENTATIVES. { REPORT No. 26.

WILLIAM H. DEGROOT.

[To accompany bill H. R. No. 147.]

FEBRUARY 6, 1863.—Ordered to be printed.

Mr. J. W. WALLACE, from the Committee of Claims, made the following

REPORT.

The Committee of Claims, to whom was referred the memorial of William H. DeGroot, have had the same under consideration, and respectfully report:

That this claim has been acted upon by Congress on two or three occasions, and a very full report made of all the facts in 1860, and to which reference is made. Congress allowed the claim and directed its payment, and it is admitted, and it is undoubtedly true, that there is a just debt due the memorialist.

In brief, the case is this: The memorialist was a party to a contract for furnishing a large amount of brick for the Washington aqueduct. He purchased a brickyard, machinery, and material, at a large cost, to make the brick at the rate of 60,000 a day. Colonel Meigs refused to go on with the contract, and at his instance Congress passed a joint resolution, March 3, 1857, to take the property of the memorialist, the brickyard, brick, machinery, materials, &c., and to allow him for the property and for his damages sustained by giving up his contract. He was induced to turn over the property to the United States and give up the contract under this resolution. The claim for his property and damages was allowed, and it was referred to the Secretary of War (under whose charge the aqueduct then was) to settle the amount upon evidence. He settled the amount, allowing for the property and damages under the contract some $119,000. After his award was made, Congress repealed his authority. He was regarded as corrupt, and his standing was the only ground for the repeal, unless some regarded this as too high. Thus the matter stands; that award is unpaid, and the memorialist asks to throw it entirely aside and refer the claim to the Secretary of the Interior, (who now has the aqueduct in charge,) and that if there has been any fraud, error, or mistake committed it may be corrected, and that he may be paid what is justly due. After Congress agreed by their joint resolution to take this property and pay these damages, (none of which have been paid, the property being still held and used by the government,)

it is a claim that ought to be settled. Congress has left nothing to be determined except the amount. Your committee have, therefore, reported a resolution, referring it to the Secretary of the Interior to adjust the amount in strict conformity with the existing laws relating to this claim, and under which the property was transferred to the United States, and recommend that this resolution do pass.

37TH CONGRESS, 3d Session. } HOUSE OF REPRESENTATIVES. { REPORT No. 27.

CHAPIN HALL.

[To accompany bill H. R. No. 728.]

FEBRUARY 6, 1863.—Ordered to be printed.

Mr. HALE, from the Committee of Claims, made the following

REPORT.

The Committee of Claims, to whom was referred the petition of Chapin Hall, have had the same under consideration, and report:

That the petitioner is a resident of Pennsylvania, engaged in running and dealing in lumber; that in the month of September, 1862, he had a large amount of boards stacked or piled upon the common in the northern portion of the city of Louisville, in the State of Kentucky; that on or about the 26th day of September, 1862, a division of the United States army, under command of Major General McCook, came into said city, and encamped on the common near where said lumber was piled. The said division was without tents or shelters, and the soldiers, by order of General McCook, took from said piles two hundred and ninety-eight thousand (298,000) feet of boards of different qualities, valued at four thousand four hundred and seventy ($4,470) dollars, and used the same for building tents and shelters and floors.

The petitioner applied to General McCook for relief. The general, in the presence of Hon. R. Mallory, stated that he ordered the soldiers to take and use said boards, and further promised that the proper officer should arrange so that the petitioner should be paid. After repeated efforts, the petitioner failed to obtain anything but promises.

Immediately after the army removed from said encampment all the boards left were promptly and carefully gathered up by an agent employed by the petitioner, when it appeared that one hundred and fifteen thousand (115,000) feet were burned, carried away, or otherwise destroyed, and the balance so gathered was greatly injured by being muddy and exposed to the weather, by being split by handling and use, and by being sawed and cut and nailed, for which the petitioner claims damages in the sum of two thousand five hundred ($2,500) dollars.

Your committee find the facts set forth fully and clearly sustained by the evidence before them, and have no doubt that the claim is a reasonable and just one, and they therefore report the accompanying bill, and recommend its passage.

37TH CONGRESS, 3d Session. } HOUSE OF REPRESENTATIVES. { REPORT No. 28.

ISAAC LILLEY.

[To accompany bill H. R. No. 729.]

Mr. HALE, from the Committee of Claims, made the following

REPORT.

The Committee of Claims, to whom were referred the memorial and papers of Isaac Lilley, report:

That the petitioner was the owner of the brig Planter, built in 1826, and registered at Bath, in the State of Maine, and was estimated by competent appraisers to be worth, when new, forty-eight hundred dollars, and for the loss of which compensation is asked. The facts respecting the loss of the brig to Mr. Lilley are not disputed, and are fully sustained by the evidence submitted to the committee, and appear to be fairly stated in a report made by the Committee of Claims at the 2d session of the 25th Congress, which statement of facts your committee will substantially adopt, which is as follows:

"In October, 1827, the brig was placed under the command of Captain Isaac Swanton, and sailed to New Orleans, thence to Charleston, and back to New Orleans, and thence to New York, where, in pursuance of orders from the owner, then residing in Maine, Captain Swanton sought employment for the brig in the freighting business, and let her under a charter party, dated May 15, 1828, to Sylvester Judson, for a voyage to Florida and back to New York. The brig having been freighted by Judson with a cargo of corn, pork, &c., sailed for Florida, where she arrived, and Captain Swanton delivered her cargo to one Sherman, the agent of Judson. Sherman furnished a return cargo of live-oak timber, which was taken on board the brig, and thereupon, in July, 1828, the brig, with her tackle, apparel, and furniture, was seized and libelled, and, after due proceedings had, was condemned and sold as forfeited by the law, for taking and having on board live-oak timber cut on the lands of the United States, with intent to transport the same to some port in the United States, contrary to the 3d section of the act of Congress of March 1, 1817, entitled 'An act making reservations of certain public lands to supply timber for naval purposes.'

"The petitioner states that neither he nor his agent, Captain Swanton, had any knowledge that the live-oak timber put on board the brig by Sherman was unlawfully obtained, and that he has been deprived, by the forfeiture of the brig, of nearly all his property, with-

out any fault or intentional violation of law on his part; that since the seizure and condemnation of the brig he has in vain sought to obtain compensation for his loss from Judson, who placed his property beyond the reach of the petitioner immediately after a demand for satisfaction was made upon him; that Captain Swanton was taken sick soon after the seizure and left Florida, without appointing an agent or attorney to defend the brig at the trial, which was had at Tallahassee in October, 1828.

"In a supplementary petition, presented at this session, an additional fact is stated: that the land on which the live-oak timber was cut was not the property of the United States, as was finally determined in the Supreme Court of the United States in 1835, in the case of Mitchel *et al. vs.* The United States, 9 Peters's Reports, 711.

"The petitioner claims the value of his vessel, as appraised when new, being forty-eight hundred dollars, with interest, two hundred dollars for expenses incurred in seeking compensation for his loss, and twelve hundred dollars for three months' hire of his brig under the charter-party, which he lost in consequence of her seizure and condemnation.

"Captain Swanton testifies that he had no knowledge that the live-oak timber which he took on board the brig was cut on the land of the United States; but on the contrary, he was then informed by Sherman that it was cut on land of one George Hamlin.

"The petitioner states on oath that he had no knowledge of the nature of the cargo which the brig was to take out or bring home for Judson, and that he had no intention of violating any law.

"The petitioner, residing in Maine, took no part personally in making or executing the contract or charter-party, which was done through the agency of Captain Swanton; and he did not know Judson till March, 1829, when he went to New York and commenced a suit against Judson to recover the value of the brig, but for the reason before stated did not succeed in obtaining any satisfaction.

"The committee are convinced, from the circumstances of the case and the testimony of Captain Swanton, that the forfeiture was incurred 'without wilful negligence or any intention of fraud' on the part of the owner or commander of the brig while she was pursuing, as they believed, a lawful business; and that, if there was any intention of violating the law in the transaction, it was confined to Judson and his agent, Sherman.

"The act of Congress of March 1, 1817, entitled 'An act making reservations of certain public lands for naval purposes,' under which the brig was forfeited, provides that all forfeitures incurred under that act may be mitigated or remitted in the manner prescribed by 'An act to provide for mitigating or remitting the forfeitures and disabilities accruing in certain cases therein mentioned.' approved March 3, 1797. This last act authorizes the judge of the district, when any forfeiture shall have accrued, on a petition for a remission, to inquire summarily into the facts, and to certify them to the Secretary of the Treasury, who is thereupon empowered to remit so much of the forfeiture as has accrued to the United States, 'if, in his opinion, the same shall have

been incurred without wilful negligence or any intention of fraud in the person or persons incurring the same.'

"The committee are of opinion that if the facts in this case had been certified in the manner required by the last-mentioned act to the Secretary of the Treasury, he would have remitted that part of the proceeds of the forfeited vessel which accrued to the United States, as within the purview of that act, and in accordance with the just spirit of the government, which has frequently interposed to shield the innocent from the penalties of a transgression of positive enactments of law. * * * * * *

"The committee, believing that the forfeiture of the petitioner's brig was incurred without any illegal or fraudulent intent on his part, cannot hesitate to recommend a remission of that part of the proceeds of the brig which inured to the United States, as required by that equitable regard to the rights of an innocent citizen which should always influence the action of the government, and by a proper respect for the action of Congress in other similar cases.

"The brig was sold, by order of the court for the middle district of Florida, December 12, 1828, for seventeen hundred dollars; and, after deducting all costs and charges, the residue of the proceeds of the sale, amounting to nine hundred and seventy dollars and twenty-nine cents, was paid over to the collector of Apalachicola district, in Florida, (within which the forfeiture was incurred,) one moiety thereof to the use of certain revenue officers, and the other moiety to be paid into the treasury of the United States, in pursuance of the nineteenth and ninety-first sections of the act of March 2, 1799, entitled 'An act to regulate duties on imports and tonnage.'

"The petitioner, however, claims to be fully indemnified for the loss of his brig by the forfeiture, and for all other losses and expenses consequent upon and immediately resulting from that forfeiture, on the ground that the land from which the live-oak timber was cut was not, in fact, the property of the United States, but was private property, the title to which was, at the time the timber was cut, completely vested in certain individuals, and did not require any act of confirmation on the part of the United States, having been effectually confirmed, to all intents and purposes, by the treaty by which Florida was ceded to the United States, This would seem to be the effect of the decisions of the Supreme Court of the United States.—(The United States *vs.* Arredondo *et al.*, 6 Peters's Reports, 691; and Mitchel *et al.* *vs.* The United States, 9 Peters's Reports, 711.) In this last case, commenced October, 1828, and finally determined in 1835, the title to about 1,200,000 acres of land, including Forbes & Co.'s purchase, on which the said live-oak timber was cut, was adjudged to be in certain persons, under a title derived from certain Indian grants, and confirmed by the competent authorities of the Spanish government prior to the treaty of cession. * * * * *

"The record of the proceedings in the court in Florida, in relation to the trial and condemnation of the brig, is among the papers exhibited to the committee; from which it appears that defence was made at the trial by Sherman, in behalf of all concerned, on the

ground that the live-oak timber taken on board the brig was cut on land known as Forbes & Co.'s purchase, which was not, in fact, the land of the United States, but was private property. But the court did not consider this as a legal and sufficient defence, because the title to this land had not been confirmed to those claiming or holding under Forbes & Co. by any act of the United States; and, in the opinion of that court, until such act of confirmation, the title or possession of the land (at least for the purpose of protecting and preserving it from spoliations, &c., for the rightful owner) vested in the United States by virtue of the treaty with Spain and of the laws in relation to lands ceded by treaties. An appeal was claimed from the decree of the court, but was never, in fact, taken and prosecuted." * * * *

The committee recommended a return to Mr. Lilley of the one-half the proceeds of the brig, being the amount paid to the United States, after deducting costs of sale, &c., amounting to $485, and reported a bill for that purpose, which passed Congress at the same session. The petitioner claims that this was not a sufficient compensation for the loss of his brig, worth nearly five thousand dollars, taken by the officers of the government, condemned and sacrificed in Florida while he was residing in the State of Maine, without any fault or neglect on his part, and, as it turned out, upon a false and unfounded claim on the part of the government—the timber not having been cut on government lands at all, but on those of a private company.

Your committee concur in this view of the case, and think the claim for compensation for the brig on the part of Mr. Lilley is just and reasonable.

It would seem to your committee that the act of Congress under which the marshal of the United States seized this ship, and under which the courts in Florida condemned it, was one that can hardly be defended upon principles of justice and a due regard to the private rights of individuals which have already been, or at least always ought to be, regarded by Congress, and no act is entitled to much respect which disregards or ignores them.

An act of Congress which allows the private property of a person to be seized and confiscated without any fault, neglect, or crime on his part, or of those for whose conduct he may be fairly held responsible, and that without any notice to him, is, to say the least of it, if not unconstitutional, very unreasonable, harsh, and unjust.

The law under which this brig was seized is of that character, as it is not pretended that Mr. Lilley was guilty of any fault or neglect, nor was any fault or neglect charged to any one for whose conduct he was in any respect accountable. To seize a man's property and confiscate it under these circumstances, would seem to be sufficiently unjust in any case; but when it turns out, as it does in this, that the allegation on which the seizure was founded—viz: that the timber was cut upon the lands of the government—was wholly unfounded, and that the government did not own the lands, and had no title to them, the hardship of the case and the gross injustice done to Mr. Lilley are, if possible, increased.

It may be said that the decision of the court in Florida condemning

the brig is conclusive upon Mr. Lilley, and that he should have appealed from the decision. It does not appear from the records that Mr. Lilley had any actual notice of the proceedings in Florida. He resided in Maine. and the communication between Maine and Florida was then difficult and expensive. The brig was attached on the 17th July, and the decree of sale was made in October following.

But even if he had notice, the committee think he should not be concluded by the decree, when it appeared afterwards, in a suit tried in the Supreme Court of the United States, that the government did not own the land. This question was not tried and determined at the time the brig was seized and sold, and it could not, therefore, have availed Mr. Lilley in that proceeding. It was a suit involving the title to more than a million of acres of land, which was pending many years in the United States courts, and, no doubt, tried at great expense, and, after long delays, which it would have been simply impossible for Mr. Lilley to have had tried in the suit for this brig. Believing, therefore, as the committee do, that Mr. Lilley lost his property without any fault of his, through the action of the United States officers under a claim wholly unfounded on the part of the government, as it subsequently appeared, your committee think he is justly entitled to redress.

They therefore report a bill granting him $4,000, which, after deducting what he has received, would seem to be about the value of the brig at the time of its seizure, and recommend its passage.

37TH CONGRESS, 3d Session. } HOUSE OF REPRESENTATIVES. { REPORT No. 29.

DANIEL H. BINGHAM.

[To accompany bill H. R. No. 668.]

FEBRUARY 6, 1863.—Ordered to be printed.

Mr. NOELL, from the Committee of Claims, submitted the following

REPORT.

The Committee of Claims, to whom was referred a bill for the relief of Daniel H. Bingham, have had the same under consideration, and report:

That the evidence shows, beyond question, that the articles for which the claim in this case is made were furnished under proper orders from the commanding officer of the United States troops, and were applied to the use of the army; that the prices charged are reasonable. It is further shown that receipts were originally given for them, and that these receipts were placed in the hands of Captain Marsh, of the 10th Wisconsin regiment, for adjustment. That said regiment was afterwards in the battle of Perryville, Kentucky, and the original receipts have been lost or destroyed. No clue to them can be obtained. Captain Marsh's receipt for said vouchers is before the committee. Captain Bingham has shown himself not only a loyal, but most valuable citizen, aiding the government most effectually in its military operations. The committee are of opinion that the claim is eminently just and meritorious and ought to be paid, and therefore report the bill back without amendment, and recommend its passage.

37TH CONGRESS, 3d Session. } HOUSE OF REPRESENTATIVES. { REPORT No. 30.

J. E. BOULIGNEY.

[To accompany bill H. R No. 730.]

FEBRUARY 6, 1863.—Ordered to be printed.

Mr. NOELL, from the Committee on Private Land Claims, made the following

REPORT.

The Committee on Private Land Claims, to whom was referred the bill for the relief of John E. Bouligney, of Louisiana, have had the same under consideration, and report:

That the claim for which relief is asked in this case is for one-sixth part of the claim of Jean Antoine Bernard d'Autrive, which claim has undergone already two different judicial investigations under acts of Congress for the adjustment of private land claims in Louisiana. In each of these investigations the facts found upon legal evidence established beyond doubt the validity and regularity of the original concession by the French government, and its subsequent recognition and approval by the Spanish government which succeeded The first of these investigations was under the act of February 6, 1835 which provided for an examination of claims by the register and receiver of the proper land district, subject to the approval or rejection by Congress. That upon this investigation a favorable report on this claim was made, and if acted upon would no doubt have been confirmed. In 1844 Congress passed another act for the adjustment of private land claims in Louisiana. This latter act provided for a hearing of such claims in the district courts of the United States, and their confirmation by decree of the court, subject to appeal to the Supreme Court of the United States. This claim was presented to the United States district court under this law, and a regular trial had fully contested on both sides, and upon the legal evidence in the case found the facts for the claimants, determined that it was a fair and valid claim, and made a decree of confirmation. The decree itself finds specifically all the facts of the case, and they will be found on pages two and three of a report made to the thirty-sixth Congress in the same case from the Committee on Private Land Claims. Being too long to be copied here, special attention is directed to this finding of facts copied from the record in the suit. So strongly was the case contested, because of the largeness of the claim, that an appeal was

taken by the government to the Supreme Court of the United States. In that court the case was reversed by a division of the court—five judges concurring to reverse, while four were in favor of affirming. In the opinion of Justice Nelson, many technical objections are made to the extent of the survey confirmed by the court below, and to the regularity of the title as coming down to the claimants. He is the only judge who makes these objections, and they arise, no doubt, from the then erroneous views entertained by Justice Nelson as to what was required to convey lands under the French and Spanish laws, so totally different from our own system. It is needless to review those objections; they were never made before or since in this or in any other case by any lawyer or judge who ever had any experience in that class of land titles. Justices Curtis, McLean, Campbell, and Wayne, concur with Justice Nelson in reversing, and by these five concurring, the judgment was reversed; but these latter judges put the case on totally *different*, yet the *true* grounds, to wit, the want of jurisdiction in the court, the terms of the act of Congress not embracing this claim. Not only does this appear in the opinion of Justices Curtis, McLean, Wayne, and Campbell, delivered by Justice Curtis, but it is placed beyond doubt by the written statements since made by Judges Nelson, McLean, and Campbell, in which they state emphatically that the merits of the case are not touched by the decision of the court. That decision was by a bare majority of one, and not on the merits. It, however, had the effect to deprive the claimants of all benefit under the second judicial, which they had obtained at a heavy cost and great trouble, and their claim remains without any final action. The claim having been so repeatedly and rigidly investigated on different occasions in a judicial form, it has twice passed one branch of Congress. It passed the Senate once, and failed in the House for want of time. It passed the House in the 36th Congress, and failed in the Senate for want of time. The government has long since disposed of the lands embraced in the lines of this claim, and has for more than a quarter of a century been using its advantages. The present bill is to confirm to Hon. John E. Bouligney one-sixth of the original claim which he represents, and to leave the remainder without any reaction whatever. This course is taken by the committee for the reason that the loyalty of the other claimants is not known, and the committee does not feel disposed to grant advantages to persons who are not known to be loyal. Under the circumstances above stated, the committee report a substitute for the original bill, which has been mislaid during the recess of Congress, and recommend its passage.

37TH CONGRESS, 3d Session. } HOUSE OF REPRESENTATIVES. { REPORT No. 31.

ATLANTIC AND PACIFIC TELEGRAPH.

[To accompany bill H. R. No. 620.]

Mr. SARGENT, from the select committee on the Pacific railroad, made the following

SUPPLEMENTAL REPORT.

The original contractor with the government, under the provisions of the act entitled "An act to facilitate communication between the Atlantic and Pacific States by electric telegraph," approved June 16, 1860, was Hiram Sibley. Mr. Sibley subsequently assigned his rights under the award of the Secretary of the Treasury to the Pacific Telegraph Company, which was incorporated by the legislature of Nebraska, and which company built the line from Brownsville to Salt Lake. A contract was made by this company with a telegraph company in California, by which the line from Salt Lake to San Francisco was built and owned by the latter company. The control of the lines has passed from the hands of Mr. Sibley to the Pacific Telegraph Company this side of Salt Lake, and to the California company on the other, although Mr. Sibley is still a large owner of the stock in the former company. The name of Mr. Sibley was used in the bill and report of the committee, as he was the contractor with the government and the only person known in that or any other capacity, except as assignees, by the government. But we take occasion to do the justice to Mr. Sibley to say that full and reliable evidence has been furnished to the committee that Mr. Sibley is not responsible for the onerous charges referred to in the report and designed to be corrected in the bill, but has protested against the same from the first, especially so far as relates to the greater charges for telegraphing on that portion of the line between Salt Lake and San Francisco. These overcharges upon the western part of the telegraph line seem to arise out of a claim, by the company controlling it, to some peculiar privileges under the legislation of California, inconsistent with the law of Congress authorizing the construction of the line, granting the subsidy, and fixing the rate of charges. Against this claim Mr. Sibley has protested. The committee cannot assent to any view of the case which allows to that company, which has built its line under a contract with the government, that its rates shall not exceed those fixed in the contract, and by means of a large subsidy from the government, to charge higher rates and continue to enjoy the subsidy.

37TH CONGRESS, 3d Session. } HOUSE OF REPRESENTATIVES. { REPORT No. 32.

JOHN B. RODGERS.

FEBRUARY 9, 1863.—Laid on the table and ordered to be printed.

Mr. DAWES, from the Committee of Elections, made the following

REPORT.

The Committee of Elections, to whom were referred the petition and accompanying papers of John B. Rodgers, praying to be admitted to a seat in this House as a representative from the State of Tennessee, report:

That Mr. Rodgers claims to have been elected to this House in November, 1861, from a district in Tennessee, made up in part of the counties embraced in the district now represented by Mr. Maynard, (the 2d,) and in part of counties embraced in the district now represented by Mr. Clements, (the 4th.) These gentlemen were elected in August, 1861, and, subsequently to their election, the committee are informed by Mr. Rodgers that the State was re-districted by the rebel legislature for the so-called Confederate Congress, and an election in these new districts was held for the Confederate Congress in November following. It is claimed by Mr. Rodgers that at this election votes were cast for him as a representative to this Congress; and it is by virtue of these votes that he now claims a seat. All the evidence submitted by Mr. Rodgers in support of his claim accompanies this report. The committee have found no foundation for the claim, and, referring the House to the accompanying papers, do not deem further comment necessary. They accordingly report the following resolution:

Resolved, That John B. Rodgers is not entitled to a seat in this House as a representative from the State of Tennessee.

To the honorable the House of Representatives of the United States Congress:

Your petitioner, a loyal citizen for the last fifty years of the State of Tennessee, would beg leave to represent and state to your honorable body that he was a candidate for membership to this federal Congress at the election held in that State in the month of August, 1861, as also at the election held in November thereafter, in the district composed of the counties of Warren, Van Buren, White, Putnam, Overton, Fentress, Scott, Morgan, Roane, and Cumberland, without opposition, he is informed, and so believes. He was voted for by loyal Union voters where they dared to vote, and many wished to vote in like manner, but were deterred from doing so because of the threats and menaces of confed-

erate soldiers and others. The lives of returning officers were threatened in the event they gave your petitioner certificates of election; ballots were taken out of the hands of the officer, when your petitioner's name was on them, and were chewed up and destroyed. The only papers your petitioner could obtain are those presented, which he is willing to verify are genuine; and they were given with some trepidation, fearing your petitioner could not secure them against search, but which was the best and all your petitioner could do. At one place of voting, your petitioner's name was called a second time, when a confederate soldier swore if that d—d tory's name was called again by the officer it would be the last time he would live to call it. At one precinct, the Union party being the strongest, fifty votes were cast for your petitioner; at another, thirty-three votes, also. All of which is respecfully submitted.

JOHN B. RODGERS.

WASHINGTON CITY,
District of Columbia:

To the honorable the Committee of Elections:

I beg leave to state the following facts for the consideration of the committee and House of Representatives, to wit: That I have lived in the State of Tennessee upwards of fifty years, and in the district now sought to be represented; that I have all the while been a loyal citizen, wholly unwilling to rebel against my government or the Constitution and laws thereof. I have willingly and at all times served my country in every and all capacities called on, according to the best of my ability. When called on by Union friends to avow my willingness to assume the responsibility of looking to their interest in and before the American Congress, it was at the peril of my life, and in the land of terror; but so it was. I boldly made the avowal in a land swarming with armed rebels, the Union men repeating the assurances of protection and support, under the following circumstances: As informed, the legislature elected for the State of Tennessee in the year 1859, repealed all laws and parts of laws then existing in the state authorizing elections to be held in said State for members of the federal Congress. In the month of August, 1861, a new legislature was elected, and in the month of October thereafter it passed a law to authorize an election to be holden in the State in the month of November thereafter for members to Congress, and also changed the lines of the congressional districts over the State, making a new one wholly unrepresented as such, and including my residence. Many of the loyal Union men importuned me to represent them, and to present their many grievances to the federal Congress of the United States. I gave my consent to do so, and am informed all voted for me that dared to do so, (for in many places armed soldiers were placed at the places of voting, to restrain and prevent Union votes from being given,) and many persons told me it would have been worth their lives to have cast a Union vote. In the month of August, the old time of voting in such elections, in 1861, several votes were cast for me for Congress, but as the law had been repealed, and things had become so uncertain, I was at a loss to know what to do, but supposed the election a nullity; but advised the Union voters to cast their votes at November, observing in the confusion all the forms of law possible to be observed; and I must insist that all was done that could be done in good faith by the loyal citizens to obtain representation; and I claim that as freemen they should not be disfranchised and unheard in these revolutionary times, whilst there exists such a glorious uncertainty in the construction of the Constitution, much less the everyday municipal regulations made to be broken and misunderstood; and if there were no such regulations the palladium of our liberty would tell every free Union-loving citizen in this broad land that the acts and doings of bad men should not defeat and destroy the rights of good men. Such treatment to free-

ıen would be a sad commentary on the justness of their country, and well calulated to alienate the affections of all such Union-loving freemen.

My application in behalf of my bleeding country and down-trodden fellow citzens, does not, nor is it intended to, conflict with the rights of my friend, the ıonorable Mr. Clements. Not so, for he is placed in the fifth district, with a arge territory and population wholly unrepresented, and containing his domcil, and where his labors would doubtless be most gratefully received.

I must beg to refer the committee to the certificates of Justices Carter and Clark, and Ex-Sheriff Hunter, and others; they are genuine and what they retend to be.

I hope the committee may not esteem it a digression on my part when I inform them of some of the results of my adventure for my Union friends and ountry. It was ordered that I should be arrested and imprisoned before I hould get off to Lincoln's Congress, as it was called. Accordingly I was atacked by a band of armed men; my son and I were fired on at eight and ten eet distance when we refused to surrender. We joined issue against odds, whipped them out, and escaped. Next a band of armed confederate soldiers rrested me whilst my wife and I were ministering to a sick soldier (confederate) dropped by the wayside. I was hastily forced away and carried thirteen miles, part of the way on foot; but from which arrest I was released, mainly, I supposed, on account of my kind attentions to the sick confederate soldier.

The next day it was ordered that I should be arrested and sent to Tuscaloosa or Richmond as a political prisoner, an offender against the southern confederacy, which being made known to me I took advantage of and left between suns, making good my escape, hoping, as I had the privilege of selecting between the American Congress or Castle Thunder, that I would be at no loss in the selection, and that I would have the approbation and approval of my country when I presented myself at the door of the American Congress.

I have produced all the evidence in my power to obtain at this time, and most respectfully ask in behalf of a bleeding country and down-trodden people to be heard in their behalf, a right guaranteed to them by the Constitution of their country, and of which it would be no violation when called for by freemen irrespective of laws uncertain and hard to be understood at best, made to be broken and disregarded when conflicting with the fundamental laws of the land that secures to the freemen all his rights. I will inform the honorable body that I have been in attendance and ready very near the whole of the two sessions of Congress to discharge the aforesaid duties. All which is respectfully submitted, and which I verify.

J. B. RODGERS.

Sworn to and subscribed before me this 5th day of February, 1863.

J. R. QUEEN, *Justice of the Peace.*

STATE OF TENNESSEE, *Van Buren county:*

We, the undersigned, two of the acting justices of the peace in and for said county, do hereby certify that, at the late regular election for Congress in said State, John B. Rodgers was the candidate of the Union party in said district without opposition; that he was the choice of the Union voters in said district, and was voted for as such. At many places the Union men dared not vote a Union vote, whilst they constituted very nearly if not quite a majority in said district. The life of said Rodgers has been threatened in our hearing repeatedly since, and we believe is at all times in imminent danger. An attack was made on him and his son but a few days ago, which resulted in their vanquishing their assailants after a few shots, the apprehension of which may still protect them. It is our desire, and we believe it to be the desire, will, and pleasure of the Union party, that he should represent them in the federal Congress. We

believe that it would cost Rodgers his life to apply to the sheriffs of the different counties in the district for certificates of election.

Given under our hands this 20th day of November, 1861.

PETER CARTER.
THOMAS CLARK.

STATE OF TENNESSEE, *Van Buren county:*

I, James Hunter, do hereby certify that I have served said county for many years as the principal sheriff *for said county;* that Peter Carter and Thomas Clark, esquires, are now and were on the 20th day of November last two of the acting justices of the peace in and for said county; that their signatures to the certificate of John B. Rodgers's election to the federal Congress is genuine. I further certify that the legislature of said State changed the time of holding the elections in said State from the month of August to that of November, and changed the congressional districts in said State, so as to form the counties of Warren, Van Buren, Putnam, Overton, Fentress, Scott, Cumberland, Morgan, and Roane, into one congressional district, known now as the fourth district for said State; that John B. Rodgers was the only candidate, and that was at the peril of his life. He is loyal to the country and his government, and it is the wish of the loyal Union men of said county he should represent them at Washington city in the federal Congress.

Given under my hand this 1st day of December, 1861.

JAMES HUNTER.

We certify that we heard the life of John B. Rodgers threatened for being willing to receive the votes of the Union men at the November election for Congress in what is now the fourth congressional district in the State of Tennessee. The lives of all officers were threatened that would dare to give a certificate of election to Rodgers.

JOHN HEAD.
A. J. BLANKENSHIP.

JANUARY 10, 1862.

37TH CONGRESS, 3d Session. } HOUSE OF REPRESENTATIVES. { REPORT No. 33.

LEWIS McKENZIE.

FEBRUARY 9, 1863.—Laid on the table and ordered to be printed.

Mr. DAWES, from the Committee of Elections, made the following

REPORT.

The Committee of Elections, to whom were referred the credentials of Lewis McKenzie, claiming a seat in this House as a representative from the seventh district in Virginia, report:

That said district is composed of the counties of Spottsylvania, Alexandria, Fairfax, Fauquier, Prince William, Rappahannock, Culpeper, Stafford, and King George. The election at which Mr. McKenzie claims to have been elected was held on the fifteenth day of January of the present year. The committee have been furnished with the following statement of the result, which they have no doubt is correct:

Statement of the result of the special election held in the counties composing the seventh congressional district of Virginia, on the fifteenth day of January, in the year one thousand eight hundred and sixty-three, for a representative in the thirty-seventh Congress of the United States, to fill a vacancy existing therein.

Candidates.	COUNTIES.		Total.
	Alexandria.	Fairfax.	
Lewis McKenzie	207	20	227
Andrew Wylie	54	161	215
Charles H. Upton	36	35	71
Chauncy H. Snow	30	9	39
Gilbert S. Miner	.....	2	2
Total result	327	227	554

Total number of votes, five hundred and fifty-four 554
Majority for Lewis McKenzie, twelve..... 12

No returns have been received from eight counties; presume that no polls were opened in said counties.

Teste: JEFFERSON TACEY, *Clerk.*

A copy of a certificate of the result accompanies this report, which constitutes Mr. McKenzie's credentials. The election was held under writs of election issued by Governor Pierpoint, bearing date December 13, 1862, of which the following is a copy:

To Thomas J. Edlen, special commissioner for Alexandria county:

Whereas, the voters of the seventh (7) congressional district of Virginia, composed of the counties of Alexandria, Spotttylvania, Fairfax, Fauquier, Prince William, Rappahannock, Culpeper, Stafford, Orange, and King George, failed to elect a representative to the thirty-seventh (37th) Congress of the United States on the 23d of May, 1861, you are hereby required, having first taken the oath or affirmation prescribed by existing laws, to hold an election to supply the vacancy aforesaid, at the several places of voting in Alexandria county, on Wednesday, the 31st day of December, 1862, or such other day as you may appoint, and of which you shall give due notice: and full authority is hereby conferred on you to do and provide whatever may be necessary for the purpose.

Given under my hand and the less seal of the Commonwealth, at the
[L. S.] city of Wheeling, this thirteenth day of December, 1862, and in the eighty-seventh year of the Commonwealth.

F. H. PIERPOINT.

By the Governor:
L. A. HAGANS, *Secretary of the Commonwealth.*

These writs ordered an election upon the 31st day of December, 1862, "*or such other day as you may appoint.*" They were not delivered in the district till the evening of the 21st of December. The statutes of Virginia (Code, ch. 7, sec. 17) require "each officer to whom a writ of election is directed shall, at least *ten days* before such election, give notice thereof, and of the time of the election, by advertisement, at each place of voting in his county or corporation." It became an impossibility to give the required notice for the 31st after the receipt of these writs, on the night of the 21st. Accordingly, the person to whom the writ for Alexandria county was directed, and the person to whom that for Fairfax county was directed, met on a subsequent day, and fixed upon the 15th of January for the election, and gave the notices in their respective counties accordingly. The only authority for this alteration of the time is in the writ itself, as follows: "or such other day as you may appoint." No authority of law for giving any such power to the commissioners was shown or claimed before the committee; on the contrary, the statutes of Virginia (Code, ch. 7, sec. 16) expressly declares that the writ "shall prescribe the day of election to be the same throughout the district." The committee are of opinion that this power, thus fixed by law in the governor, cannot be by him delegated to any one else; and for this reason the election held on the fifteenth of January was without any sanction of law. If it were possible that this power could be delegated, still the committee find that the day was agreed upon by the commissioner of Alexandria and of Fairfax counties alone, without regard to those in the seven other counties composing the district. The law is imperative that the day shall be the same throughout the district; yet if the commissioners in any two of the counties can fix

upon a day, the same may be done by any other two, and the utmost confusion would be certain to ensue. The committee were unable to sanction any such proceeding.

On the 23d of January, eight days after this election was held, the legislature of Virginia passed the following act:

AN ACT providing for the return of the special election for a representative in the seventh congressional district, held on the 15th day of January, 1863.—*Passed January 23, 1863.*

Be it enacted by the general assembly, That the clerk of the county court, authorized by law to make returns of the elections held on the 15th day of January, 1863, for a representative in Congress for the seventh district, be, and is hereby authorized and required to ascertain the result, and grant certificates therefor at any time within the thirty days allowed therefor.

2. This act shall be in force from its passage.

I, Gibson L. Cranmer, clerk of the house of delegates and keeper of the rolls, do hereby certify that the above is a correct copy of "An act for the return of the special election for a representative in the seventh congressional district, held on the 15th day of January, 1863," as enrolled, and in my possession.

Given under my hand this 27th day of January, 1863.

GIBSON L. CRANMER,
Clerk of the house of delegates and keeper of the rolls.

It was claimed by Mr. McKenzie that this legislation ratified and confirmed the action of these two commissioners in fixing upon the 15th of January for holding this election. But the committee were of opinion that the act had reference wholly to the time of making a return, and simply authorized the ascertainment and declaration of the result in less time than thirty days—the time required before the passage of the act. And, furthermore, if the legislature had undertaken to ratify or confirm an election held without authority of law, the act would so far have been of no effect; and it would be just as competent for the legislature to now enact by statute that Mr. McKenzie is the lawful representative of the district as to make legal by statute an election for which, when held, there was no authority of law.

But the committee went further, and inquired, as in all other cases, into the character of the election itself, and find that, in point of fact, there was no election in seven out of the nine counties composing this district; that an election in nearly all the other counties would have been an impossibility, for they are all, with a trifling exception, in the armed occupation of our own and the rebel armies, mostly of the rebel army. It appeared that a writ for this election reached the sheriff or other proper officer of Prince William county, who was the next day himself arrested by the rebels, and taken with his writ to Richmond, where he is now confined in prison. However loyal the people of these counties may be, they have had no opportunity to testify that loyalty at the ballot-box. While seven-ninths of the district is under duress, the action of the other two-ninths can never be taken as the choice of the district. At the election in 1857 for representatives, this district cast 9,273 votes, and is believed to have been larger in 1859. On this occasion there were

cast, in all, only five hundred and fifty-four votes; of which Mr. McKenzie had only two hundred and twenty-seven. That a large part of the voters are absent from the district is very probable; but until the opportunity can be given those who remain, be they many or few, to vote, there can, in the nature of things, be no election. According to all the precedents laid down by the committee, and adopted by the House, they are compelled to report against the validity of this election. They therefore recommend the adoption of the accompanying resolution:

Resolved, That Lewis McKenzie is not entitled to a seat in this House as a representative from the seventh congressional district in Virginia.

STATE OF VIRGINIA,
County of Alexandria, to wit:

I, Jefferson Tacey, clerk of the county court for the county of Alexandria, in the State of Virginia, do hereby certify, that in accordance with an act passed by the general assembly at the city of Wheeling, Virginia, on the thirty-first day of January, in the year one thousand eight hundred and sixty-two, entitled "An act changing the manner of examining polls and certifying elections for certain officers in this Commonwealth," (Acts of Assembly, December, 1862, chapter 44, section 1, page 40,) and in compliance with instructions received from his excellency, Francis H. Pierpoint, governor of Virginia, on the twenty-seventh day of January, in the year one thousand eight hundred and sixty-three, in the presence of Allen C. Harmon and John C. Clark, two freeholders, in the county and State aforesaid, I have this day opened, examined, and compared the returns of the special election of a representative in the thirty-seventh Congress of the United States, from the seventh congressional district of Virginia, held on the fifteenth day of January, one thousand eight hundred and sixty-three, which have been made to and recorded in my office, and of which the foregoing statement is a true copy.

I, therefore, declare that Lewis McKenzie has received the greatest number of votes in the whole district aforesaid, and is duly elected in the manner and form now prescribed by law.

[L. S.] In testimony whereof, I have hereunto subscribed my name and affixed the seal of the county court, for the county and State aforesaid, on this the 28th day of January, A. D. 1863.

JEFFERSON TACEY, *Clerk.*
ALLEN C. HARMON,
J. C. CLARK,
Two freeholders.

Hon. LEWIS MCKENZIE, *Alexandria, Virginia.*

37TH CONGRESS, 3d Session. } HOUSE OF REPRESENTATIVES. { REPORT No. 34.

MARGARET L. STEVENS.

[To accompany bill H. R. No. 733.]

FEBRUARY 9, 1863.—Ordered to be printed.

Mr. ELY, from the Committee on Invalid Pensions, made the following

REPORT.

The Committee on Invalid Pensions, to whom was referred the petition of Margaret L. Stevens, respectfully report:

Isaac I. Stevens graduated at the Military Academy at West Point in 1839, standing first in his class, and higher than any other person has ever graduated at that institution. He was promoted a second lieutenant, corps of engineers, July 1, 1839; first lieutenant, July 1, 1840; adjutant of engineers, 1847–'48; brevetted captain, August 20, 1847, for gallant and meritorious conduct in the battles of Contreras and Churubusco, and brevet major, September 13, 1847, for gallant and meritorious conduct in the battle of Chepultepec; severely wounded in the battle of San Cosme, afterwards, on the same day. In 1849, after recovering from his wounds, was assistant in charge of the United States Coast Survey Office from 1849 to 1853, when he resigned his commission in the army and accepted the office of governor of Washington Territory.

In the autumn of 1855, while he was governor of Washington Territory, an Indian war broke out, and was prosecuted with great energy by the Indians. Governor Stevens, under great embarrassments, organized the military force of the Territory, and conquered an honorable peace.

His services in connexion with the exploration of a route for the Pacific railroad are too well known to require more than a passing notice, while his labors as *ex officio* superintendent of Indian affairs for Washington Territory were still more arduous and important. He extinguished the Indian title to nearly the whole of his Territory. By two treaties alone—that with the Nez Percés, in June, 1855, and that with the Flatheads, in July, 1855—over 30,000,000 acres of land were opened to settlement; and he was the first to negotiate a treaty of peace with the Blackfeet Indians.

Upon the breaking out of the existing rebellion his sympathies were warmly enlisted on the side of the government, and early in the war he took command of the 79th regiment New York volunteers,

not exceed the sum due to said Indians, exclusive of interest, to wit: $18,510. (See Exhibit No. 2.)

The phraseology of this act is somewhat obscure, but, in the opinion of the committee, it fully recognizes the debt covered by said obligation, and the liability of the tribe to pay the same according to its tenor and effect. It was entirely competent for Congress to do so, not only because of its duty to require of all Indian tribes a strict fulfilment of their just obligations, but because before that time the government had caused said tribe to be removed from the State of Ohio to their present residence in Kansas. The committee also recognize the correctness of the rule, that when the government grants licenses to traders amongst the Indian tribes, and they conduct themselves properly, according to the requirements of the intercourse act, Congress is under an obligation to protect them in all their just rights. It appears, by the record of the Indian office, that in 1843 the said Johnson was paid $2,000; in 1844, $2,000; in 1845, $2,000; in 1846, $2,000—making in all $8,000; which payments were made by the Secretary of War by virtue of said act of July 14, 1832. In 1847 he applied to the Commissioner of Indian Affairs for further payment, but was informed that the annuity of the said Indians applicable to said payments had expired, and consequently no further payments were made to him. He now asks that Congress may direct the payment of the remainder due on said obligation out of the money due said Indians. In 1850 the said Indians were prosecuting a claim against the United States for the value of 100,000 acres of land, arising under the treaty of 1831, and at that time they requested their attorney who represented them to pay the remainder of the money due said Johnson upon said obligation out of any money which might come to his hands upon said claim; but as he received none, there was no payment made. This request was made in writing, executed by the chief and headmen of the tribe, and properly attested by the United States agent and interpreter. It was a satisfaction of the original transaction, and a full recognition of their indebtedness to Johnson.—(See Exhibit No. 3.)

On the 14th day of December, 1850, the chief and headmen of said tribe also executed their obligation, which was attested by the proper government officer, for the payment to Messrs. Ewing and Clymer of the sum of $186 82, as so much then justly due them from the tribe. This money has not been paid, and they now ask that Congress may direct its payment also.—(See Exhibit No. 4.)

The committee are of opinion that both of these debts ought to be paid, and that it is the duty of Congress to direct their payment.

One of the admitted causes of the demoralization and consequent decay of the Indian tribes is, that they have acquired habits of immorality by their contact with the whites. The government is bound to see, so far as it can, that these influences should be as far as possible removed, so that the remnant of the tribes may be saved from decay. They should be protected against fraud in every way possible, but encouraged in the payment of their just and honest debts.

It is apprehended that if they were encouraged to repudiate such debts it would lead to still further demoralization. An act of repudiation must always produce that result.

The committee are also of opinion that these claimants are entitled to interest, inasmuch as the money due them has been withheld for an unreasonable time. This is, in all respects, just and proper, and accords with the well-settled rule of law. They have, therefore, reported a bill for the relief of said memorial, with a recommendation that it do pass.

37TH CONGRESS, 3d Session. } HOUSE OF REPRESENTATIVES. { REPORT No. 36.

ELIZA ADAIR.

[To accompany bill H. R. No. 752.]

FEBRUARY 13, 1863.—Ordered to be printed.

Mr. BUFFINTON, from the Committee on Military Affairs, submitted the following

REPORT.

The Committee on Military Affairs, to whom was referred the petition of William and Eliza Adair, of Kortright, Delaware county, New York, for relief as heirs of Hugh Black, deceased, have had the same under consideration, and beg leave to report:

The grounds of this claim for relief are briefly these: Hugh Black enlisted as a private in Captain Butler Hitch's battery, of the 8th New York artillery, on the 20th day of October, 1861, to serve three years or during the war. On the 9th of April, 1862, he was discharged from the service for disability contracted in the service. The discharge was approved at Washington on the 16th of the same month, and Black returned to the home of his brother-in-law and sister, William and Eliza Adair. Through their care and attention he so far recovered his health that on the 6th of May he again started to rejoin his battery. He overtook it somwhere between Yorktown and Richmond, and sought to gain his old position as private in the battery, but the examining surgeon rejected his application.

Refusing to return home, Black continued with the battery, subsisting by cooking for his old comrades, washing and doing other service, till the battle of Fair Oaks.

In the early part of that battle, one of the gunners of his battery being wounded, Black took his place at one of the guns, and, as the evidence shows, "stood with the foremost, and worked like a hero" through all that part of the battle in which his battery was engaged—no small share of the two days' fighting.

From that time Black's name was placed on the roll of the battery, and he was served with rations like the rest.

His constitution, however, not being strong, he again broke down in the Chickahominy swamps, and was once more compelled to return to the home of his brother-in-law and sister, William and Eliza Adair, this time, however, only to die. Borrowing money to take

him home, of his old comrades, he left the battery and arrived at the home of these his only surviving relatives, on the 3d of July.

They gave him every possible attention, but on the 14th of the same month he expired.

His brother-in-law and sister, his only surviving heirs, now pray that they may be paid the customary pay and bounty for the time of his actual service after his return to his battery beyond Yorktown, which he could not receive by reason of his not being regularly re-enlisted. They claim this as due them, to enable them to defray the expenses of his illness and funeral, and to return the money he borrowed of his comrades for his travelling expenses home, as well as justly earned by him, irrespective of these considerations, and justly due them now as his only legal heirs and representatives.

The facts as above stated are established, to the entire satisfaction of the committee, by the certificates of a large number of citizens of the village where the surviving parties reside, by publications in the local newspapers at the time, and by other evidence.

The committee are unanimously of the opinion that the claim is reasonable and just, and that the case is one of peculiar merit. The nation will surely never fail to reward the unsought and disinterested services of such soldierly spirits as the late Hugh Black.

The committee recommend that the pay be given to the deceased soldier's sister, and report the accompanying bill.

37TH CONGRESS, 3d Session. } HOUSE OF REPRESENTATIVES. { REPORT. No. 37.

CAPTAIN M. M. HAWES, ASSISTANT QUARTERMASTER.

[To accompany bill H. R. No. 754.]

FEBRUARY 13, 1863.—Ordered to be printed.

Mr. BUFFINTON, from the Committee on Military Affairs, made the following

REPORT.

The Committee on Military Affairs, to whom was referred the petition of Captain M. M. Hawes, assistant quartermaster, for relief from losses of government funds by theft, have had the same under consideration, and beg leave to report:

The facts in the case, amply substantiated by the accompanying papers submitted to the committee, are as follows:

An iron safe in his possession, containing one thousand six hundred and ninety-eight dollars and twenty-seven cents of government funds, and also a receipt roll signed by government employés engaged and paid by him, was stolen from under his bed in his tent, in camp near Sharpsburg, Maryland, during the night of November 4, 1862. Captain Hawes had counted the bills and examined the papers the preceding day, and had the safe carefully watched during the daytime and placed under the bed on which he slept at night.

On the morning of November 5, 1862, the safe was found some distance from the captain's tent, at the bottom of a well, broken open and rifled of its contents.

Captain Hawes used every effort to discover the robbers and recover the money and papers, but without success. He did succeed, however, in getting all the receipts for disbursements of government funds embraced in the receipt roll renewed, excepting those for two payments—one of $100 to Richard Kerens, and one of $90 to John W. Bryan, who were employed as assistant wagon-masters, the one from June 1 to September 10, and the other from June 1 to September 1, at the rate of $30 each per month, and were paid the above-mentioned sums on September 10, 1862.

To all these facts Captain Hawes himself makes oath. His clerk, Jeremiah Dare, makes oath to all the facts connected with the payment of the two assistant wagon-masters, whose receipts cannot be recovered.

Brigadier General George H. Gordon, United States volunteers, makes oath that Captain Hawes was assistant quartermaster on his staff; that he was always faithful, energetic, and perfectly reliable; and that he would always accept his statements as true without the slightest hesitation. He also makes oath that usual care and all proper precautions were taken by Captain Hawes for securing the government property.

The general also testifies that he looked over the ground of the larceny, visited the well, saw the rifled safe, aided in attempts to discover the thief, arrested suspicious persons, &c. He also recounts the facts of the safe being taken from under Captain Hawes's bed while he was asleep, and of its containing the money and papers mentioned, and says that, although these did not come within his personal knowledge, he has not a shadow of doubt of their truth.

Other parties, including Marcus Morton, jr., of Massachusetts, certify to the perfect truthfulness, probity, and general high character of Captain Hawes.

The committee are therefore of the opinion that there can be no doubt of the facts as recited above. or of Captain Hawes having done his whole duty, and having been entirely innocent of any blame throughout the matter. They therefore think it but just to him that Congress should relieve him from liability for the money stolen and for the missing receipts, and beg leave to report a bill accordingly.

37TH CONGRESS, 3d Session. } HOUSE OF REPRESENTATIVES. { REPORT No. 38.

MOUNT VERNON MANUFACTURING COMPANY.

[To accompany H. R. Bill No. 755.]

FEBRUARY 13, 1863.—Ordered to be printed.

Mr. YEAMAN, from the Committee on Military Affairs, made the following

REPORT.

The Committee on Military Affairs, to whom was referred the memorial of John Rozencrantz, on behalf of the Mount Vernon Manufacturing Company, asking indemnification for injuries done to their building and machinery at Alexandria, Virginia, by the occupancy and abuse of said building and machinery by some seven hundred rebel prisoners, under the military authority of the government of the United States, make the following report:

The committee find, from the testimony before them, that on the 31st day of August, 1862, some seven hundred confederate prisoners, sent to Alexandria from the front at the time of the retreat of the Union forces, were confined in the building occupied as a factory by the Mount Vernon Manufacturing Company, at Alexandria, Virginia, there being no other suitable place in Alexandria for their confinement. This fact is alleged in the memorial of the claimants, and is corroborated by a letter from Brigadier General John P. Slough, military governor under authority of the United States at Alexandria, Virginia. The committee find that the said building was taken possession of by the military authorities against the earnest protest of the said company by their agent, John R. Gray, who, upon that point, testifies as follows: "On the evening of the 31st of August, about 8 o'clock, in the midst of a heavy rain, I discovered a large body of men entering the factory yard, having forced the gate. I went over immediately and remonstrated with the commanding officer (who represented himself as an aid to General Slough) against occupying the building as a place of confinement for the men he had in charge, because it was a cotton factory, and so filled with valuable machinery, easily damaged; that heavy damages would ensue, almost inevitably, by crowding an undue number of men among such a quantity of delicate machinery, even supposing the parties disposed to do no mischief; that it was impossible for so many to find standing space, and they would be compelled to climb upon the machines to be placed at

all. The commanding officer replied that he had orders to put the men there, and he had no time to parley about it; so he ordered the door to be opened, and drove the men in, stating, at the time, 'We are responsible for any damages.'" From the testimony of the same witness, it appears that, from the rash and reckless turning on of water from the hydrant in the street, into the tank on the third floor, the machinery in the stories below became greatly damaged by an excessive flow of water thereupon. This witness further testifies that "The whole building is filthy with vermin; mud, evidently from muddy feet, is seen everywhere on top of the machinery, sticking to delicate machines, and in contact with small journals and rollers. The machinery, up to this time, had been kept in first-rate condition, ready to start to work at short notice."

The committee find the estimate of actual damage at the time of the transaction to be five thousand and forty-four dollars ($5,044.) This estimate is made by William G. Burns, over-looker of card room; George T. Kidwell. over-looker of the spinning room; and Isaac B. Lovejoy, over-looker of the weaving room. These witnesses, upon their sworn statement, go into detail, in estimating the damage done in their respective departments. The memorialist, John Rosencrantz, the president of the company, and a gentleman of high respectability, in his memorial, verified by oath, says that "in his opinion and judgment, enlighened by years of practical experience in the manufacturing business, the estimate of damage sustained by the said manufacturing company, as set forth in the annexed sworn statement, (meaning the estimate of five thousand and forty-four dollars,) is much below the amount of injury actually sustained, and that it will cost the company much more than the said estimate to put the factory in running order equal to that in which it was when seized and occupied by the military authority."

The memorialist alleges, on behalf of the Mount Vernon Manufacturing Company, that, owing to the injury done to their machinery, and their want of means to put it in proper repair, they have suffered consequential damage which, added to the actual and specific damage, would not fall short of ten thousand dollars. The committee, however, (not calling into question the correctness of that allegation.) for the want of explicitness of the testimony on that point, and the difficulty of adopting a rule whereby the extent of such injury may be determined, have declined to recognize the claim to that sort of indemnification, except in so far as it may operate as an argument or moral incentive upon the government to afford prompt relief to the extent of the actual damage shown to have been suffered. As a consequence of the use and occupancy of the building of the company, their factory has been unfit for use during the last five months, and must so continue until the government shall have repaired the injury inflicted. by at least granting to them a relief adequate to their actual damage, as shown to have been sustained.

It is further alleged by the memorialist that the injury done to the machinery of the factory, by oxidation or rust, is of a progressive character, and that, consequently, the difficulty and expense of re-

storing the same to a proper state of repair are aggravated by delay. The committee feel it their duty to recognize that fact as a consideration which gives an equitable claim for speedy relief to the Mount Vernon Manufacturing Company, the president, directors, and stockholders of which are alleged to be, without an exception, loyal to the government of the United States.

The committee therefore report a bill for the amount of actual damage shown to have been sustained, and recommend its immediate passage.

37TH CONGRESS, 3d Session. } HOUSE OF REPRESENTATIVES. { REPORT No. 39.

JOHN DICKSON.

[To accompany bill H. R. No. 756.]

FEBRUARY 13, 1863.—Ordered to be printed.

Mr. YEAMAN, from the Committee on Military Affairs, made the following

REPORT.

The Committee on Military Affairs, to whom was referred the petition of John Dickson, relative to losses from the repudiation by a quartermaster of a contract for corn for the army, beg leave to report:

The losses for which the petitioner prays for redress arose from a failure, by United States Quartermaster J. W. Belger, to carry out the terms of a contract held by the petitioner for furnishing one hundred thousand bushels of old corn, at sixty-nine cents per bushel, to be delivered at the cars at Camden station on the Baltimore and Ohio railroad.

The order to furnish this corn was addressed to Colonel J. W. Bell, of Illinois; and another order, in the same terms and for the same amount, was likewise sent to him by Quartermaster Belger at the same time.

Colonel Bell, as the petitioner affirms, finding that the corn was not called for immediately, and being called away on active military service, induced the petitioner to agree to fill one of the orders, and Mr. J. W. Farlin, of Illinois, to fill the other.

The order held by Mr. Farlin was accepted by Quartermaster Belger, under the direction of General Van Vliet, then serving in the quartermaster general's department, on the 24th day of March, 1862, and at the date of Dickson's petition was being executed.

Dickson's contract, however, (though precisely similar to Farlin's,) was rejected by Quartermaster Belger in the month of February, about a month before Farlin's contract was accepted. The only ground of rejection was that there had been unreasonable delay in beginning to deliver the corn.

The petitioner shows that he used even greater diligence than was used by the holder of the other order. The petitioner earnestly protested against this discrimination, and at his request the matter was referred to the quartermaster general, Belger himself uniting with the petitioner in representing that there was no just ground for accepting the one order and rejecting the other.

It is understood, however, that the quartermaster general still refused to recognize the order. The petitioner was compelled to sell the corn he had bought to fill the order, after storing it four months, and losing the interest on money he had borrowed on his personal credit for purchasing it, at a loss of 21 cents on the bushel for the whole amount purchased.

For the losses thus incurred the petitioner appeals to Congress for redress.

The committee understand that the rule of equity in such a case would be to pay the petitioner the difference between the contract price for the corn purchased and the amount for which it was sold in the market, together with the interest on the amount of money he would have received under the contract from the day he notified the Quartermaster of his readiness to fill the contract till the day on which he sold the corn in the market, and the amount actually paid between the same periods for storage of the corn while he was seeking to deliver it in accordance with the terms of the contract.

The actual loss on the corn was 21 cents per bushel, amounting to	$21,000 00
Storage first month, at ¾ cent per bushel	750 00
Storage next three months, at ½ cent per bushel	1,500 00
Interest on contract price for one hundred thousand bushels for four months, at 6 per cent	1,166 66
Total	24,416 66

The committee therefore recommend that the above amount be allowed the petitioner.

37TH CONGRESS, 3d Session. } HOUSE OF REPRESENTATIVES. { REPORT No. 40.

CELESTIA P. HARTT, WIDOW OF CONSTRUCTOR SAMUEL P. HARTT.

[To accompany bill H. R. No. 757.]

FEBRUARY 13, 1863.—Ordered to be printed.

MR. PIKE, from the Committee on Naval Affairs, submitted the following

REPORT.

The Committee on Naval Affairs, to whom was referred the petition of Mrs. Celestia P. Hartt, beg leave to report:

It appears by the papers in the case that Celestia P. Hartt is the widow of Samuel T. Hartt, deceased, who was a naval constructor in the Gosport navy yard; that in 1854 the said Samuel T. Hartt was the inventor of a screw for a gun elevator, known as "Hartt's screw elevator," which was found to be a useful invention, and adopted and used by the government.

Admiral Foote stated to the committee that this screw was placed on board the United States ship Portsmouth, during her cruise in the East Indies and China seas, and was subjected to the severest test in the discharge of seven hundred guns loaded with shells, in the attack on the Canton barrier forts. The admiral was very emphatic in his statement of the benefits he received from the screw on that occasion. He went so far as to say that he could not have succeeded had his guns been worked in the old-fashioned way; and to this invention he attributed the effective work he was able to do—achieving a success which laid the foundation of the commercial treaty afterwards made with the Chinese empire.

Commodore Dahlgren also spoke highly of the invention, and numerous testimonials from naval officers and constructors seem to place beyond a doubt its utility and advantage to the government.

It further appears that Mr. Hartt died without taking out letters patent for his invention, and his widow now appeals to government for relief for herself and children, by asking that something may be paid her for the advantages which the government has derived from her husband's skill.

As this appears to the committee to have been an invention whose

whole advantages necessarily accrue to the government; and as the inventor, if he had lived, was clearly entitled to a patent which would have protected him in his rights, your committee believe that it is but an act of justice to make some compensation for said invention. They therefore ask leave to report a bill, giving to the petitioner the sum of fifteen hundred dollars, and recommend that it pass.

37TH CONGRESS, 3d Session. } HOUSE OF REPRESENTATIVES. { REPORT No. 41.

JENNINGS PIGOTT.

FEBRUARY 14, 1863 —Laid on the table, and ordered to be printed.

Mr. DAWES, from the Committee on Elections, submitted the following

REPORT.

The Committee on Elections, to whom were referred the credentials of Jennings Pigott, claiming to have been elected a representative from the second congressional district in North Carolina, and the protest of Charles Henry Foster against the right of said Pigott to a seat by virtue of any such alleged election, report:

That they have heard the said Pigott in support of, and the said Foster against, said claim, and have examined all the testimony which has been adduced on either side. It is claimed by Mr. Pigott that he was elected upon the first day of January of the present year, by virtue of a proclamation (Mis. Docs. Nos. 13 and 14) issued by Edward Stanly, military governor of North Carolina, on the tenth day of December last, in the second district of North Carolina, composed of the counties of Wayne, Edgecomb, Green, Pitt, Lenoir, Jones, Onslow, Carteret, Craven, Beaufort, and Hyde.

The view taken by the committee of all the facts of this case, as they were made to appear, rendered it unnecessary to inquire how nearly in conformity to the forms of law this election had been conducted, or what were the powers of the military governor who issued the proclamation under which it was held. For this reason they do not trouble the House with citations from the North Carolina law of elections, or with arguments upon the powers of a military governor. The whole number of votes cast was 864; of these Mr. Pigott had 595 votes; all others, 269 votes. There was no voting at all in but three of the eleven counties composing the district, and in one of these in but a single precinct. There were many voting places in these three counties where no polls were opened or notice taken of the election. In some of these no sufficient reason was shown why they were omitted from participation; but in most of them in these three counties the presence of armed rebels and incursions of guerillas rendered the attempt wholly impossible. The remaining eight counties were almost, if not entirely, in the armed occupation of the rebels. It was frankly admitted by Mr. Pigott that the number of loyal voters in the district who, for this reason, had no opportunity to cast their votes at all, was greater than the number who had any such opportunity. According to the rules

adopted by the committee in all similar cases, and steadily adhered to by the House, this puts an end to the case. Mr. Pigott can in no just sense be deemed the choice of the loyal voters of a district in which more than half of them had no opportunity to express that choice. Voters may voluntarily stay away from the polls, and they are thereby taken and deemed to have acquiesced in what was done by those who are present. But no such presumption rests upon those who are under duress; and it can never be known that they would not have made choice of another if the iron grasp of the rebellion had been unloosed.

It was claimed that Mr. Pigott was not, at the time of the alleged election, an *inhabitant* of North Carolina, and therefore not eligible to the office of representative within the meaning of the second section of the first article of the Constitution of the United States, which provides that "no person shall be a representative who shall not have attained to the age of twenty-five years and been seven years a citizen of the United States, and who shall not when elected be an inhabitant of the State in which he shall be chosen."

Mr. Pigott, although a native of North Carolina, had resided in the city of Washington for the last ten or eleven years, owned real estate here, dwelt with his family in his own house here, and had on more than one occasion voted here for municipal officers. After Mr. Stanly was appointed military governor of North Carolina, Mr. Pigott was appointed his private secretary, and, renting his house in Washington, went to North Carolina in that capacity, and had remained there as such private secretary two or three months when this election took place. He had done nothing since his return to the State to indicate a permanency of abode there beyond what is here stated. The committee are of opinion that to be an *inhabitant* within the meaning of this section of the Constitution, if it does not mean *resident* or *citizen*, certainly means more than *sojourner*, which is all that can be claimed for Mr. Pigott. In the case of John Bailey, (contested election case 411,) who was elected a representative from Massachusetts while a clerk in one of the departments in Washington, where he had been for six years, although a native of Massachusetts, it was decided that he had ceased to be an *inhabitant* of Massachusetts within the meaning of the Constitution. And the able report of the committee in that case, adopted by the House, defines the word *inhabitant*, in this connexion, to be "a *bona fide* member of the State, subject to all the requisitions of its laws and entitled to all the privileges and advantages which they confer." In the opinion of the committee, the sojourn of Mr. Pigott in North Carolina, for the temporary and transient purpose of being private secretary to a military governor, was not an inhabitancy within this definition.

For these reasons the committee report against the right of Mr. Pigott to a seat in this house as a representative from North Carolina, and recommend the adoption of the following resolution:

Resolved, That Jennings Pigott is not entitled to a seat in this House as a representative from the second congressional district in North Carolina.

37TH CONGRESS, 3d Session. } HOUSE OF REPRESENTATIVES. { REPORT No. 42

EMIGRANT BUREAU.

[To accompany bill H. R. No. 761.]

FEBRUARY 14, 1863.—Ordered to be printed.

Mr. ALDRICH, from the Committee on Agriculture, made the following

REPORT.

The Committee on Agriculture, to whom was referred a resolution of the House inquiring into the expediency of establishing an Emigrant Bureau in connexion with the Department of the Interior, and to report by bill or otherwise, report:

To appreciate the benefits of future immigration we must form an adequate estimate of the advantages already derived from the same source. They are no less than the achievements of human labor throughout the United States since the first man of European race made for himself a home on this continent. The wilderness, reclaimed and transformed into farms, yielding sustenance and riches for ourselves and a surplus for the inhabitants of the Old World, our thriving villages and vast cities, our manufactures, commerce, and wealth, all that illustrates the progress of industry and Christian civilization in every part of our country, originated in immigration. Our people are either immigrants or their descendants. It is as plain and well known that our national existence results from the advent of industrious foreigners to our shores as that the rivers and lakes owe their sources to the rain-drops.

The number of immigrants and their posterity, being the population of the United States, together with the ratio of increase, is shown in the following table:

1790	3,929,827	
1800	5,305,937	35.02 per cent. ratio of increase.
1810	7,239,814	36.45 per cent. ratio of increase.
1820	9,638,131	33.13 per cent. ratio of increase.
1830	12,866,020	33.49 per cent. ratio of increase.
1840	17,069,453	32.67 per cent. ratio of increase.
1850	23,191,876	35.87 per cent. ratio of increase.
1860	31,443,790	35.58 per cent. ratio of increase.

The following numbers, registered under the act of 1819, and copied from the authentic summary of the census of 1860, show that more than five millions of people, immigrants or alien passengers, arrived in the country during the period intervening between September 3, 1819, and December 31, 1860:

		Males.	Females.	Sex not stated.	Total.
Year ending September 30,	1820	4,871	2,393	1,121	8,385
	1821	4,651	1,636	2,840	9,127
	1822	3,816	1,013	2,082	6,911
	1823	3,598	848	1,908	6,354
	1824	4,706	1,393	1,813	7,912
	1825	6,917	2,959	323	10,199
	1826	7,702	3,078	57	10,837
	1827	11,803	5,939	1,133	18,875
	1828	17,261	10,060	61	27,382
	1829	11,303	5,112	6,105	22,520
	1830	6,439	3,135	13,748	23,322
	1831	14,909	7,724	.....	22,633
	1832	34,596	18,583	.....	53,179
Quarter ending December 31,	1832	4,691	2,512	100	7,303
	1833	41,546	17,094	.....	58,640
	1834	38,796	22,540	4,029	65,365
	1835	28,196	17,027	151	45,374
	1836	47,865	27,553	824	76,242
	1837	48,837	27,653	2,850	79,340
	1838	23,474	13,685	1,755	38,914
	1839	42,932	25,125	12	68,069
	1840	52,883	31,132	51	84,056
	1841	48,082	32,031	176	80,289
	1842	62,277	41,907	381	104,565
First three quarters of	1843	30,069	22,424	3	52,496
Year ending September 30,	1844	44,431	34,184	.....	78,615
	1845	65,015	48,115	1,241	114,371
	1846	87,777	65,742	897	154,416
	1847	136,086	97,917	965	234,968
	1848	133,906	92,149	472	226,527
	1849	177,232	119,280	512	297,024
	1850	196,331	112,635	1,038	310,004
Year ending December 31,	1850	32,990	26,805	181	59,976
	1851	217,181	162,219	66	379,466
	1852	212,469	157,696	1,438	371,603
	1853	207,958	160,615	72	368,645
	1854	256,177	171,656	.....	427,833
	1855	115,307	85,567	3	200,877
	1856	115,846	84,590	.....	200,436
	1857	146,215	105,091	.....	251,306
	1858	72,824	50,002	300	123,126
	1859	69,161	51,640	481	121,282
	1860	88,477	65,077	86	153,640
Totals		2,977,603	2,035,536	49,275	5,062,414

Measured by periods of ten years each, the progress of immigration has rapidly increased—the number of people thus added to the population of the United States, having been more than twenty-three times as great in the eleven years and three months ending December

31, 1860, as in the ten years ending September 30, 1829. In the former period nearly three millions of passengers landed on our shores.

The accelerated advance of immigration is compendiously sketched in the following table :

Periods.	*Passengers of foreign birth.	American and foreign.
In the 10 years ending September 30, 1829	128,502	151,636
In the 10½ years ending December 31, 1839.....	538,381	572,716
In the 9¾ years ending September 30, 1849	1,427,337	1,479,478
In the 11¼ years ending December 31, 1860.....	2,968,194	3,255,591
In the 41¼ years ending December 31, 1860.....	5,062,414	5,459,421

Adjusting the return to the periods of the decennial census, by the aid of the quarterly reports, we find a similar result :

Three census periods.	Passengers of foreign birth.
In the ten years previous to June 1, 1840.....	552,000
In the ten years previous to June 1, 1850.....	1,558,300
In the ten years previous to June 1, 1860.....	2,707,624

An inspection of the following table will show that while in the six New England States population has already attained a density of nearly fifty inhabitants to the square mile, and the six middle States, including Maryland, Delaware, and Ohio, contain nearly seventy inhabitants to the square mile, a population almost as dense as that of Europe, taken as an aggregate, where there are seventy-three people to the same area, the central slave States, Virginia, North Carolina, Tennessee, Kentucky, Missouri, and Arkansas, where the climate is well adapted to the labor of the European, have within the same limit less than twenty-one persons, the northwestern States, Indiana, Illinois, Michigan, Wisconsin, Iowa, Minnesota, and Kansas, have about twenty-two ; Texas and California little more than two, and the population in the Territories, not yet organized under State governments, is merely nominal in proportion to their extent:

* Some of these passengers have returned to Europe, but, as the immigrants to the United States *via* Canada, by the printed return, are not included in the above statement, the estimate is believed to be lower than the facts warrant.

Table showing the area and population of States in 1850 *and* 1860.

States.	1850.			1860.	
	Area in square miles.	Population.	No. of inhabitants to square mile.	Population.	No. of inhabitants to square mile.
New England States	63,272	2,728,106	43.11	3,125,283	49.55
Middle States, including Maryland, Delaware, and Ohio	151,760	8,553,713	56.36	10,597,661	69.83
Coast planting States, including South Carolina, Georgia, Florida, Alabama, Mississippi, and Louisiana	286,077	3,557,872	12.43	4,364,927	15.25
Central slave States; Virginia, N. Carolina, Tennessee, Kentucky, Missouri, and Arkansas	309,210	5,167,276	16.71	6,471,887	20.93
Northwestern States; Michigan, Illinois, Wisconsin, Iowa, Minnesota, and Kansas	250,295	2,734,945	10.92	5,543,382	22.14
Texas	273,321	212,592	0.89	604,215	2.55
California	188,982	165,000	0.87	379,994	2.01

Should our country continue to increase at the rate of its progress up to 1861, it would not before the year 1925 attain the density of population equal to that of the Old World. Including the great western valley of the Mississippi, we have a territory more fertile than that of Europe, and better capable of supporting in comfort a population equally numerous in proportion to our territory. We should then number 217,186,000.

The increase in the inhabitants of the great middle States has been at the rate of twenty-five per cent., during the last decade, while that of the northwestern group has been one hundred per cent. It is to the less populous States, and to the Territories, that the influx of immigrants can be best directed, alike as regards their own welfare and prosperity and the benefits they will confer on the nation. The growth of these States represent the reclamation of new lands from the waste forest and prairies, to be a possession for civilized man forever. It indicates the development of mining, agricultural, and pastoral wealth out of the natural riches provided for the use and enjoyment of man, but yet chiefly unappropriated. The increase in the population of these States is directly due, in a great degree, to the settlement of immigrants; and the whole population of Indiana, Illinois, Michigan, Wisconsin, Iowa, Minnesota, and Kansas added together, exceeds only by one-tenth the number of foreign passengers to this country since 1819, to say nothing of their increase by the ordinary laws of population.

The advantages offered to the immigrant are greater than in the earlier periods of our history. The prairie land of the west, yet unoccupied and ready for his labor and ownership, is more fertile, and far more easily brought under cultivation than the land of the Atlantic States. Instead of the arduous toil of clearing away the forest with the axe, the patient oxen and horses, harnessed to the plough and guided by the hand of man, suffice to bring the willing soil under the subjection of agriculture and civilization. In the northwest a bracing climate sustains the energy of the laborer. The peculiar dryness and purity of the atmosphere of Minnesota renders that region especially favorable to the enjoyment of vigorous life.

The "Homestead bill" of May 20, 1862, evinces the desire of the western States, and of the nation, to maintain a wise and liberal policy towards the actual settler on the public lands; and provides that he may secure a hundred and sixty acres, free from all debts previously contracted, as a perpetual freehold for the purpose of actual settlement and cultivation, on the payment of ten dollars, estimated to be the expense of surveying it.

In addition to the agricultural resources of the western States and Territories, which must forever remain dormant and useless without the hand of man, are those of the six central States, Virginia, North Carolina, Tennessee, Kentucky, Missouri, and Arkansas, where the population, being less than twenty-one inhabitants to the square mile, is even yet more thinly scattered than in the northwestern States. Their soil, though less fertile than that of the prairies, rewards abundantly the labor of the husbandman, and they are well adapted, by a milder climate, to rearing horses, mules, sheep, cattle, and other domestic animals.

In California, Colorado, New Mexico, Arizona, Oregon, Washington, Dakota, and other regions, are unlimited quantities of the precious metals to reward industry. As yet their proper development has scarcely begun. In the six central States, and in some portions of the northwest, are inexhaustible quantities of the various metals and minerals most useful in practical life. Situated in the heart of the continent, their location affords easy access to the best markets for the supply of our people. With the increase of industrious immigration into the salubrious regions of the interior would rapidly arise reinvigorated prosperity, and the increased value of real estate would enrich the present owners beyond precedent or expectation.

Such are the mutual relations of the different States. So fitly have the different portions of the continent been framed together, acting and reacting upon each other in their prosperity and adversity, that the development of the interior and western regions must enrich and employ the people of the older States. The wealth accumulated by the emigrant to the western or central States will return in a perpetual and fertilizing stream to remunerate the workman in the eastern manufactories, and multiply beyond present hopes the freights of the messengers of commerce on every sea and to every land.

To effect this we need the hands and aid of men who now, for meagre remuneration, drag on a life of care and toil in the more

thickly peopled parts of Europe. In return for their labor we offer them the full privileges of political equality, abundance of land, readily converted into farms and homesteads, and such remuneration as will insure personal independence for themselves and their children.

The plans for internal improvements, including the project of one or more railroads from the western lakes and rivers to the Pacific ocean; for ship canals and other beneficial purposes or works, are indissolubly connected with immigration—an important element in the supply of laborers on our public works and settlers in the new regions of our country. Immigrants will, to a great extent, construct these works and furnish business for them when they are completed. Their early and permanent success depends in no small degree upon our continuing to attract hither, as formerly, a fair share of the population of older countries, and in providing for their welfare and profitable employment on their arrival.

It is necessary to remember that the most favorable fields for the new settlers are no longer on the Atlantic coast, and that the disappointments which have been the lot of many who remained in the older States have a tendency to discourage future arrivals. The advance of mankind in many useful and renumerative arts, and the progress of steam navigation, connecting new and distant countries with Europe, have given increased value and consideration to man—the cheapest, sometimes the least regarded, and yet always the most valuable of all commodities—and Canada, Australia, New Zealand, the Cape of Good Hope, Algeria, Buenos Ayres, New Granada, Brazil, and other regions, are desirous of securing a share of the surplus population. The fertility of our soil, salubrity of climate, inexhaustible supplies of mineral resources, liberal character of our institutions, and gratuitous grants of land to the actual settler, added to both the shortness of the journey from Europe, unitedly present to the immigrant advantages equalled in no other country. Within eighteen days from the time when he leaves Liverpool, in England, availing himself of the economical accommodations of a "propeller," he and his family may have passed through Chicago or Milwaukee, and be carried to any of the chief points of travel in Illinois, Wisconsin, Iowa, or Minnesota, or have arrived at their new homes in any of the central States.

For want of sufficient information as to the interior of the country, the prospects of many worthy families have been blighted and many valuable citizens have been lost to the nation.

We have ministers and consuls who represent our diplomatic and commercial interests in many countries. We need agents who, making our natural alliance with the laboring classes of Europe the object of their special duty, may, by the publication of appropriate information and such other methods as their researches will show to be expedient, co-operate with our representatives abroad, and enable them better to assist the cause of immigration—the union of cheap land with willing labor—thus developing the natural resources of which, under Providence, we are the guardians and trustees for the

benefit of mankind—an object which, when conducted on liberal principles, will be alike beneficial to the immigrant himself, to the country he leaves, and the land of his adoption.

The accompanying bill provides that from the moment the immigrant lands upon our shores he shall feel the *fostering* and *parental care* of the government to guard him against the impositions by which strangers are often and easily beset in a country to which they are unaccustomed, and to furnish him reliable information for his guidance. Frequently, unable to speak our language, he is involved in a labyrinth of difficulties. The necessity of this case is well known, and needs no proof. The remedy should proceed from a *national and central authority*, because his journey will often lead him through many different States, and no care or guidance, having only a sectional application, can suffice for his protection.

The certainty of meeting with friendly and trustworthy aid in a distant country, of finding employment and a home, and of being safely guided to the tract of land which, under our laws, will be his own, would have much to do in directing the footsteps of the emigrant to this country, in preference to those where inferior advantages await him. While the objects of the bill tend to promote our own prosperity, individually and as a nation, and to benefit multitudes of our fellow-men who are now toiling for scanty wages in the crowded hive of the old world, the works now proposed, being based on the firm foundation of *liberality*, *good will*, and *wisdom*, will live after us in the welfare of unborn millions to inherit in the future the lands their forefathers have won from the wilderness.

The committee report the accompanying bill, and recommend its passage.

37TH CONGRESS, 3d Session. } HOUSE OF REPRESENTATIVES. { REPORT No. 43.

CHRISTOPHER L. GRAFFLIN.

FEBRUARY 23, 1863.—Ordered to be printed.

Mr. DAWES, from the Committee of Elections, submitted the following

REPORT.

The Committee of Elections, to whom were referred the credentials of Christopher L. Grafflin, claiming to have been elected a representative from the eighth congressional district in Virginia, report:

That said district is composed of the counties of Frederick, Page, Warren, Clarke, Berkeley, Jefferson, Hampshire, Morgan, and Loudon. Writs of election were issued by the governor of the Commonwealth, bearing date the 13th of December, 1862, ordering an election of representative in this district on the 31st of said December. These writs were placed in the hands of Mr. O. D. Downey, who was instructed to visit the district and determine, from actual observation, whether the district was in a condition to hold an election at the time fixed in the writ; and, if from the presence of rebels or other causes connected with the war, he should deem an election at that time impracticable or unsafe, to appoint such other day as, in his judgment, would be, under all the circumstances, most suitable and proper. On the arrival of Mr. Downey in the district he found the condition of the people so unsettled (a strong force of the enemy occupying several of the counties, and in the immediate neighborhood of others, threatening those desirous of exercising the elective franchise) that he deemed an election upon the day fixed in the writ wholly impracticable. He accordingly fixed upon the 5th of January, 1863, as the time for holding this election. At that time there were cast in the county of Morgan 158 votes for Mr. Grafflin, and 58 for Joseph S. Wheat; in the county of Berkeley 115 votes for Mr. Grafflin; and in the county of Hampshire 69 votes for Mr. Grafflin, and two votes for Mr. Wheat; 342 votes, in all, for Mr. Grafflin, and 60 votes for Mr. Wheat—a total of 402 votes. No votes were cast in any other county, and in but two precincts in Hampshire and one in Berkeley. In the counties of Frederick, Page, Warren, Clarke, Loudon, and Jefferson, six out of the nine composing the district, there were

no votes cast. Of some of these counties the rebels had armed occupation, and into others guerilla bands were constantly making incursions, filling the people with terror, and threatening with imprisonment all who should participate in this election. To open the polls under such circumstances in these counties would have been worse than a farce: it would have been an invitation to the rebels to visit with violence the peaceful and loyal citizens so situated that our forces could not protect them.

This case comes within the precedent established in the recent case of Lewis McKenzie claiming a seat as a representative from the seventh district in Virginia by virtue of an election precisely similar to this. The laws of Virginia require the governor to fix in his writ the time for holding an election to fill a vacancy, and nowhere authorize him to delegate that power to another.

The election itself, had the day upon which it was held been authorized by law, like that in the case of McKenzie, already alluded to, was not a general election in the whole district, but only a partial and imperfect one, in which much the largest portion of the voters of the district took no part and had no opportunity to take part. No notices were served and no polls opened; and if there had been, no voter could, with safety to his property, his liberty, or his life, have voted in much the largest portion of the district. The committee regret that they cannot find any ground for pronouncing this an election in any just sense of that term. After a careful revision of the decision to which they arrived in the case of McKenzie, already stated, which was sustained by the House, they see no occasion to question its correctness, and they therefore report the accompanying resolution, and recommend its adoption:

Resolved, That Christopher L. Grafflin is not entitled to a seat in this House as a representative from the eighth congressional district in Virginia.

PROCLAMATION BY THE GOVERNOR.

Whereas, on the 13th day of December, 1862, in pursuance of authority vested in me by the laws of this Commonwealth, I directed writs to be issued ordering an election for a representative in the thirty-seventh Congress of the United States to be held on the 5th day of January, 1863, in the eighth congressional district of Virginia, composed of the counties of Frederick, Page, Warren, Clarke, Berkeley, Jefferson, Hampshire, Morgan, and Loudon; and whereas it is certified to me by the proper officers that at said election, held in pursuance of said writs, in the county of Morgan one hundred and fifty-eight votes were cast for Christopher L. Grafflin, esq., and fifty-eight for Joseph S. Wheat, esq., and in the county of Berkeley one hundred and fifteen votes were given for said Grafflin, and in the county of Hampshire sixty-nine votes were cast for said Grafflin, and two votes for said Wheat:

Now, therefore, I, Francis H. Peirpoint, governor of the Commonwealth of Virginia, do declare that, from the returns made to me, the said Grafflin was elected representative as aforesaid.

Given under my hand and the great seal of the Commonwealth, at the city of Wheeling, this 14th day of January, in the year of our Lord one thousand eight hundred and sixty-three, and in the eighty-seventh year of the Commonwealth.

[SEAL.]

FRANCIS H. PEIRPOINT.

By the governor:

L. A. HAGANS, *Secretary of the Commonwealth.*

37TH CONGRESS, 3d Session. } HOUSE OF REPRESENTATIVES. { REPORT No. 44.

JOHN DICKSON.

[To accompany bill H. R. No. 756.]

FEBRUARY 13, 1863.—Ordered to be printed.

Mr. YEAMAN, from the Committee on Military Affairs, made the following

REPORT.

The Committee on Military Affairs, to whom was referred the petition of John Dickson, of Illinois, beg leave to report:

That said Dickson had a contract for the delivery of one hundred thousand bushels old corn at the Camden station, on the Baltimore and Ohio railroad, under an order made and signed by J. W. Belger, quartermaster at Baltimore, on the 28th of November, 1861, at sixty-nine cents per bushel for the corn, and six cents per bushel for the sacks, making in all seventy-five cents per bushel for the corn, delivered.

Your committee find, from the testimony accompanying this report, that the said Dickson did in good faith proceedto execute the contract; that he tendered to Belger a delivery of the corn, and that he was, in all respects, ready, able, and willing to comply with his undertaking to furnish the corn at the time and place required by the contract; and that the quartermaster (Belger) did wilfully and captiously, and wholly without any good and sufficient reason, refuse to receive the corn from Dickson; that he alleged no good reason for this conduct; that Dickson lost much time and expense in attempting to arrange the matter with the quartermaster, and offered that if he (the quartermaster) would receive one-half the corn, he (Dickson) would bear the loss on the other half. But nothing availed, and the corn was left upon his hands at great expense in storage, drayage, and travelling expenses, and at great loss in damage to the corn and depreciation in the market price, as well as in the loss of any legitimate profits he may have realized if the fulfilment of the contract had been accepted.

Your committee have rejected a large part of the claim for expenses said to have been incurred in handling and keeping the corn, as not being sufficiently proved, and the claim for interest on the money invested as being of doubtful validity; and the amount they have reported is made up almost entirely of the single item of the difference between the price he would and ought to have received

from the government, and that which he realized by the sales he was compelled to make on his own account, when the corn was thrown upon his hands by the wrongful conduct of the quartermaster. Your committee have not, in estimating the damages, adopted as stringent a rule as courts of justice would apply to the decision of a case between private litigants. They deem the claim, so far as it is allowed by the accompanying bill, thoroughly made out by the proof.

37TH CONGRESS, 3d Session. } HOUSE OF REPRESENTATIVES. { REPORT No. 45.

TO INDEMNIFY THE PRESIDENT.

[To accompany bill H. R. No. 591.]

REPORT

OF

THE COMMITTEE OF CONFERENCE

ON

The disagreeing votes of both houses of Congress on H. R. 591.

FEBRUARY 28, 1863.—Ordered to be printed.

The committee of conference on the disagreeing votes of the two houses on H. R. No. 591, *to indemnify the President and other persons for suspending the privilege of the writ of habeas corpus, and acts done in pursuance thereof, and the Senate's amendment thereto, having met, after full and free conference have agreed to recommend, and do recommend, to their respective houses, that the Senate recede from their said amendment and agree to the said House bill, amended to read as follows, to wit:*

AN ACT relating to *habeas corpus*, and regulating judicial proceedings in certain cases.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That, during the present rebellion, the President of the United States, whenever in his judgment the public safety may require it, is authorized to suspend the privilege of the writ of *habeas corpus* in any case throughout the United States, or ony part thereof. And whenever and wherever the said privilege shall be suspended, as aforesaid, no military or other officer shall be compelled, in answer to any writ of *habeas corpus*, to return the body of any person or persons detained by him by authority of the President; but upon a certificate, under oath, of the officer having charge of any one so detained, that such person is detained by him as a prisoner, under authority of the President, further proceedings under the writ of habeas corpus shall be suspended by the judge or court having issued the said writ so long as

said suspension by the President shall remain in force and said rebellion continue.

SEC. 2. *And be it further enacted*, That the Secretary of State and the Secretary of War be, and they are hereby, directed, as soon as may be practicable, to furnish to the judges of the circuit and district courts of the United States and of the District of Columbia, a list of the names of all persons, citizens of States in which the administration of the laws has continued unimpaired in the said federal courts, who are now, or may hereafter be, held as prisoners of the United States, by order or authority of the President of the United States or either of said Secretaries, in any fort, arsenal, or other place, as state or political prisoners, or otherwise than as prisoners of war; the said list to contain the names of all those who reside in the respective jurisdictions of said judges, or who may be deemed by the said Secretaries, or either of them, to have violated any law of the United States in any of said jurisdictions, and also the date of each arrest—the Secretary of State to furnish a list of such persons as are imprisoned by the order or authority of the President, acting through the State Department, and the Secretay of War a list of such as are imprisoned by the order or authority of the President, acting through the Department of War. And in all cases where a grand jury, having attended any of said courts having jurisdiction in the premises, after the passage of this act, and after the furnishing of said list, as aforesaid, has terminated its session without finding an indictment, or presentment, or other proceeding against any such person, it shall be the duty of the judge of said court forthwith to make an order that any such prisoner desiring a discharge from said imprisonment be brought before him to be discharged; and every officer of the United States having custody of such prisoner is hereby directed immediately to obey and execute said judge's order; and in case he shall delay or refuse so to do, he shall be subject to indictment for a misdemeanor, and be punished by a fine of not less than five hundred dollars and imprisonment in the common jail for a period not less than six months, in the discretion of the court: *Provided, however*, That no person shall be discharged by virtue of the provisions of this act until after he or she shall have taken an oath of allegiance to the government of the United States, and to support the Constitution thereof; and that he or she will not hereafter, in any way, encourage or give aid and comfort to the present rebellion or the supporters thereof: *And provided, also*, That the judge or court before whom such person may be brought, before discharging him or her from imprisonment, shall have power, on examination of the case, and, if the public safety shall require it, shall be required to cause him or her to enter into recognizance, with or without surety, in a sum to be fixed by said judge or court, to keep the peace and be of good behavior towards the United States and its citizens, and from time to time, and at such times as such judge or court may direct, appear before said judge or court to be further dealt with, according to law, as the circumstances may require. And it shall be the duty of the district attorney of the United States to attend such examination before the judge.

SEC. 3. *And be it further enacted*, That in case any of such prisoners shall be under indictment or presentment for any offence against the laws of the United States, and by existing laws bail or a recognizance may be taken for the appearance for trial of such person. it shall be the duty of said judge at once to discharge such person upon bail or recognizance for trial as aforesaid. And in case the said Secretaries of State and War shall for any reason refuse or omit to furnish the said list of persons held as prisoners as aforesaid at the time of the passage of this act within twenty days thereafter, and of such persons as hereafter may be arrested within twenty days from the time of the arrest, any citizen may, after a grand jury shall have terminated its session without finding an indictment or presentment, as provided in the second section of this act, by a petition alleging the facts aforesaid touching any of the persons so as aforesaid imprisoned, supported by the oath of such petitioner or any other credible person, obtain and be entitled to have the said judge's order todischarge such prisoner on the same terms and conditions prescribed in the second section of this act: *Provided, however*, That the said judge shall be satisfied such allegations are true.

SEC. 4. *And be it further enacted*, That any order of the President, or under his authority, made at any time during the existence of the present rebellion, shall be a defence in all courts to any action or prosecution, civil or criminal, pending or to be commenced, for any search, seizure, arrest, or imprisonment, made, done, or committed, or acts omitted to be done, under and by virtue of such order, or under color of any law of Congress ; and such defence may be made by special plea, or under the general issue.

SEC. 5. *And be it further enacted*, That if any suit or prosecution, civil or criminal, has been or shall be commenced in any State court against any officer, civil or military, or against any other person, for any arrest or imprisonment made, or other trespasses or wrongs done or committed, or any act omitted to be done, at any time during the present rebellion, by virtue or under color of any authority derived from or exercised by or under the President of the United States, or any act of Congress, and the defendant shall, at the time of entering his appearance in such court, or if such appearance shall have been entered before the passage of this act, then at the next session of the court in which such suit or prosecution is pending, file a petition, stating the facts and verified by affidavit, for the removal of the cause for trial at the next circuit court of the United States, to be holden in the district where the suit is pending, and offer good and sufficient surety for his filing in such court, on the first day of its session, copies of such process and other proceedings against him, and also for his appearing in such court and entering special bail in the cause, if special bail was originally required therein, it shall then be the duty of the State court to accept the surety and proceed no further in the cause or prosecution ; and the bail that shall have been originally taken shall be discharged. And such copies being filed as aforesaid in such court of the United States, the cause shall proceed therein in the same manner as if it

had been brought in said court by original process, whatever may be the amount in dispute or the damages claimed, or whatever the citizenship of the parties, any former law to the contrary notwithstanding. And any attachment of the goods or estate of the defendant by the original process shall hold the goods or estate so attached to answer the final judgment in the same manner as by the laws of such State they would have been holden to answer final judgment had it been rendered in the court in which the suit or prosecution was commenced. And it shall be lawful in any such action or prosecution which may be now pending, or hereafter commenced, before any State court whatever, for any cause aforesaid, after final judgment, for either party to remove and transfer, by appeal, such case during the session or term of said court at which the same shall have taken place, from such court to the next circuit court of the United States to be held in the district in which such appeal shall be taken, in manner aforesaid. And it shall be the duty of the person taking such appeal to produce and file in the said circuit court attested copies of the process, proceedings, and judgment in such cause; and it shall also be competent for either party, within six months after the rendition of a judgment in any such cause, by writ of error or other process, to remove the same to the circuit court of the United States of that district in which such judgment shall have been rendered; and the said circuit court shall thereupon proceed to try and determine the facts and the law in such action, in the same manner as if the same had been there originally commenced, the judgment in such case notwithstanding. And any bail which may have been taken, or property attached, shall be holden on the final judgment of the said circuit court in such action, in the same manner as if no such removal and transfer had been made, as aforesaid. And the State court from which any such action, civil or criminal, may be removed and transferred as aforesaid, upon the parties giving good and sufficient security for the prosecution thereof, shall allow the same to be removed and transferred, and proceed no further in the case: *Provided, however*, That if the party aforesaid shall fail duly to enter the removal and transfer, as aforesaid, in the circuit court of the United States, agreeably to this act, the State court, by which judgment shall have been rendered, and from which the transfer and removal shall have been made, as aforesaid, shall be authorized, on motion for that purpose, to issue execution, and to carry into effect any such judgment, the same as if no such removal and transfer had been made: *And provided also*, That no such appeal or writ of error shall be allowed in any criminal action or prosecution where final judgment shall have been rendered in favor of the defendant or respondent by the State court. And if in any suit hereafter commenced the plaintiff is nonsuited or judgment pass against him, the defendant shall recover double costs.

SEC. 6. *And be it further enacted*, That any suit or prosecution described in this act, in which final judgment may be rendered in the circuit court, may be carried by writ of error to the Supreme Court, whatever may be the amount of said judgment.

SEC. 7. *And be it further enacted*, That no suit or prosecution, civil or criminal, shall be maintained for any arrest or imprisonment made, or other trespasses or wrongs done or committed, or act omitted to be done, at any time during the present rebellion, by virtue or under color of any authority derived from or exercised by or under the President of the United States, or by or under any act of Congress, unless the same shall have been commenced within two years next after such arrest, imprisonment, trespass, or wrong may have been done or committed, or act may have been omitted to be done: *Provided*, That in no case shall the limitation herein provided commence to run until the passage of this act, so that no party shall, by virtue of this act, be debarred of his remedy by suit or prosecution until two years from and after the passage of this act.

LYMAM TRUMBULL,
J. COLLAMER,
Managers on the part of the Senate.
THADDEUS STEVENS,
JNO. A. BINGHAM,
Managers on the part of the House.

37TH CONGRESS, 3d Session. } HOUSE OF REPRESENTATIVES. { REPORT No. 46.

ALVIN HAWKINS.

FEBRUARY 28, 1863.—Ordered to be printed.

Mr. DAWES, from the Committee of Elections, made the following

REPORT.

The Committee of Elections, to whom were referred the credentials of Alvin Hawkins, claiming to have been elected a Representative from the ninth congressional district in Tennessee, submit the following report:

The ninth congressional district in Tennessee is composed of the following counties, viz: Carroll, Dyer, Gibson, Henderson, Henry, Lauderdale, Obion, Tipton, and Weakley, nine in number. This election was held on the 29th of December, 1862, pursuant to writs of election issued by Andrew Johnson, military governor of Tennessee, and the result appears in the several papers which accompany this report, and which constitute the credentials of Mr. Hawkins. The statement of Mr. Hawkins himself, in support of his claim, also accompanies this report.

The history of the efforts of the loyal voters in this district to secure representation in Congress, resulting as appears in these credentials, is peculiar.

This history appears in the very fair and candid statement of Mr. Hawkins, made to the committee, which accompanies this report. The first effort was entirely spontaneous, the voters speaking through a convention voluntarily assembling in very respectable numbers, and acting entirely from its own impulses, and according to its own regulations. This convention appointed the 13th of December the time for holding this election, "unless the governor, prior to that time, issued writs of election," nominated Mr. Hawkins as its candidate, and set in motion the machinery of a canvass. The district was at this time comparatively free from armed rebels, and the people seemed, in all parts of the district, to be moving with alacrity and earnestness to assert this the highest privilege of the citizen. Just before the 13th, however, the proclamation of Governor Johnson, and corresponding writs of election, arrived in the district, ordering an election on the 29th instead of the 13th December. The attempt was made to communicate this proclamation and these writs to all the counties in the district before the 13th of December, but

Answer. The quotation made from my address was simply a thoughtless and carelessly-written paragraph. I did not suppose that the charges which were made in connexion with the publication of my letters were seriously believed by those who made them, or that they would ever be referred to after the election. I thought they were intended for political effect only, during the canvass, and therefore treated the matter very lightly. I drew up the statement hastily, carelessly, and without adequately considering the gravity of the charges made against me. With your consent I will detail the circumstances under which that paragraph was written, and explain to you how I now know I was mistaken in the statement I then made. On my return home, after an absence of two or three weeks, I found my letters to Case had been published some eight or ten days before in the *Toledo Blade*, and that they were accompanied by malignant and unscrupulous personal attacks, which had been and were continued almost daily through the canvass. I reached home on the cars at 5 o'clock p. m., and, in order to fill my authorized appointments, found that I would be compelled to leave at 10 o'clock and 25 minutes on the same evening. I was surrounded every moment after my arrival until I left for the cars, by friends, and, amid the confusion and hurry incident to such a condition, I was obliged, while examining the papers which contained the offensive articles, (not having seen them during my absence,) to engage in conversation, write my reply to these attacks, and prepare for my departure. You can readily understand why I failed to recall all that had transpired with Case and others. Neither Case's letter nor mine, nor our written agreement, gave any indication of what lands were to be purchased by him, and without giving the matter a second thought I inserted the paragraph quoted.

My failure to remember all the conversations I had with Case and Pierce will not appear strange, when I tell you that I had never written to Case or Pierce about this matter of land speculation, nor they to me, so far as I can recollect, during the entire eighteen months which had elapsed. I had forgotten all about the particulars, and could probably never have recalled them, but that I was compelled to think them over during the canvass, and afterwards, at the time their depositions were taken, saw both Case and Pierce to converse with them. I did not see the *Commercial*, the paper in which my statement was publisded, for several days after it appeared; when I did see it, I noticed, in addition to the omission of one or two unimportant words, and typographical errors, the mistake I had made in this part of my statement, and that the paragraph quoted was really a "GUN" turned against myself, but I felt confident that I was so far out of its range, that it could not do me much harm (that is, I knew, I could not be defeated) and I would not stop to go back and put it right. I do not approve of a change of base in the face of the enemy, especially when I have him flanked and in my power, so I let it go and did not order the omissions, typographical errors, or this blundering defence to be corrected, except as I could do it on the stump. If I had reflected a moment I would have known better than to have made such a statement, even if I could not have recalled any-

thing that had transpired between myself and Mr. Case, for I had received a number of applications for places in land offices, and I knew from inquiry there had been none opened in that Territory, and that no public land could be sold until a register and receiver was appointed, the land surveyed, and ordered for sale by the government. I knew this had not been, and probably would not be done very soon. The passage of the homestead bill would prevent purchases for purposes of speculation. I was entirely unacquainted with the acts of Congress and the regulations of the Commissioner of the Land Office, prescribing the duties of a surveyor general or of his deputies; if I could have recalled the understanding I had with Case, as testified to by him, or had known anything about the law prescribing the duties of a surveyor general or his deputies, I should have escaped the necessity of this explanation, and so written my letters, that they could not have received a wrong interpretation. Entire ignorance in these particulars caused me to commit all the blunders apparent in my correspondence with Case.

It is true that I expected both Case and Pierce to purchase some of the old Spanish land claims, the titles to which had been decided, and which I understood could be bought for a nominal price. Their depositions prove this. They state the facts, substantially, as I remember them, and as I explained them in my public speeches during the canvass. But I cannot divest my mind of the impression that, at the time I talked with them before they went to the Territory, I intended that both Case and Pierce should also purchase other lands beside those embraced in the Spanish grants. This is my recollection of the matter, though somewhat indistinct. The testimony of Case and Pierce seems to negative this idea. Case is quite positive. I think, however, that he failed to remember the facts as I did when I wrote the paragraph you quote, or else he never clearly understood me; either of which contingencies could easily occur. During the canvass many of the incidents came back to my mind very vividly; so much so, that, despite the different recollection of Case and Pierce, I feel bound to give my impression upon this point, because I think it more nearly correct. My impression is that Case and Pierce were to become interested in town sites and cities which were not located on lands covered by Spanish grants. I have no doubt, however, that I expected them to do so in a lawful manner, just as had been done in Kansas and Nebraska, and as always has been done in new Territories. I understood then, and understand now, that companies of *squatters* often unite, and stake out their "*claims*," and hold them until the land is surveyed and put in market, when they become the purchasers. The "*rights*" of individual squatters are usually respected; a company of them, however, is stronger, and will always retain its "*claims*." When the land is surveyed and exposed to sale by the government the squatter pays $1 25 per acre for it, whatever circumstances may have occurred to enhance its value. Since the passage of the homestead bill he pays nothing, unless the town-site law should interfere—I do not know how that will be. It was my expectation, in whatever purchases Case made of this sort, which, owing to the very limited means of both, could not be extensive, that he

would buy the "claims" either of individual squatters or of those who were members of companies. The wording of our agreement confirms me in this impression. This right of the squatter to locate and hold his claim is universally recognized in all the new Territories. Cities and towns are laid out and built on squatter's claims when not an acre has been surveyed or purchased by the government. This was the case in Kansas and Nebraska, and is the case now in all the new Territories. Up to this day a title has not been secured from the government by any person to an acre of the land upon which Denver City is built, as Case testifies in his deposition, yet it has a population of three or four thousand, large brick and other valuable buildings, including churches, school-houses, hotels, and theatres, together with two daily newspapers. The title to all the city and town lots is perfectly secure, for as soon as the land is offered for sale the squatter is authorized by squatter law to enter it, which he does by paying $1 25 per acre for it, receiving a patent from government, and making good his sales by warranty deed. Neither the government nor any one is wronged by submitting to "squatter law." I had been informed that thousands of acres of land were constantly being taken up by entry with Indian scrip, which had been issued by the government to the Wyandott and other Indian tribes, and that there was a scrip known as the "*postal scrip*," where mail contractors receive scrip for 640 acres of land for every twenty miles of mail route through an Indian country, and this Indian and postal scrip could be purchased in the Territories very cheap, which could, in some way, be located before survey. I also knew that there was a law authorizing the selection of 320 acres of land in one body for town sites. You will find it in vol. 5 Statutes at Large, page 657. I knew that two or more squatters had often united together, secured an act of incorporation from the territorial legislature, selected their trustees, filed the plot of their town with the register or receiver of public lands, and, immediately after the government survey was made, secured a title for the entire 320 acres by paying $1 25 per acre for it. If no act of incorporation was secured, the squatters could have the judge of the county enter at $1 25 per acre the 320 acres, and hold it in trust for them according to their respective interests. Under the authority of this act and the regulations of the General Land Office, hundreds of cities and towns have been and are being laid out on the public lands. The purchase of an undivided interest in such town sites is not, in my opinion, an improper act either for a surveyor general or his deputy or a representative. It would be an improper act for the register or receiver of a land office, or for any officer in the land office in Washington to purchase interests in such town sites, because the register and receiver are the court, in the Territory, before which all contested claims are tried, and then forwarded to the Commissioner of the Land Office, in Washington, for final action.

I need hardly assure this committee that had I for a moment supposed there was anything improper or unlawful in the arrangement I made with Case and Pierce I never would have proposed it. I did not then, nor do I now, think it improper or wrong, much less unlawful, for Case and Pierce to purchase, in the manner I proposed, either

Spanish claims or lands claimed by squatters or by town-site companies, and let me have an equal undivided interest with them, by paying one-half the purchase money.

I undoubtedly intended Case should make whatever investment he deemed advisable, in some such way, and am sure this was the way in which I intended to state the matter when I wrote the paragraph you quote about paying the government $1 25 per acre for the land. This would be a lawful and legitimate way of investing in the public lands even before they are put in the market by the government. The purchasers would be citizens having recognized *claims*, not only under squatter law, but under the act of Congress to which I have referred, and they could properly sell these claims to other citizens.

My impression is that when I first talked with Pierce I expected him to do the same thing, (to a limited extent of course, for his resources were also small,) but I gave the whole thing up as a visionary scheme—the war absorbing all my time and attention; and you will readily discover that I never thought much about it when I did not write to either Case or Pierce on the subject after they went to the Territory, and they did not write to me.

This is the substance of the view with which I am and have been impressed of this matter, though I never gave it sufficient thought to fix upon any definite plan of operations. The whole thing was vague, but I am sure that neither Case, Pierce, nor myself, intended, at the time of our conversation, or at any time, to do any act inconsistent with our duty to the government as officers or citizens. At all events, no suggestion or intimation was ever made by me to them, or by either of them to me, of an improper character.

Question 10. Has any part of the agreement between you and Case, as set forth in the article of agreement, been carried into effect by purchase of lands or lots, or have you furnished any money to him for that purpose? Answer the same question as to Pierce.

Answer. Case swears that he had not, up to the time his deposition was taken, purchased any lands, and gives some brilliant reasons therefor. I do not know whether he has purchased any lands since or not; nor do I care. I know that I have never furnished him any money for any purpose, and from what has been developed of his character since this investigation commenced, I am very sure I shall never send him a dollar for any purpose. As to Mr. Pierce, he also testifies that he has purchased no lands. I have never been called on by him for any money to pay for lands, and have furnished him none, either for this or any other purpose.

Question 11. State whether you made it a condition precedent to and a consideration for the use of your influence to procure for said F. M. Case the appointment of surveyor general, that he, Case, should place "all contracts for surveying," to be made by him during his term of office, at the joint disposal of yourself and two other persons? Answer this with reference to your letter of March 19, 1861, to Case; and also inform the committee what two other persons you referred to in that letter.

Answer. I have answered that question once before, or one substan-

tially like it, but I will answer again if desired. I refer you to my answer to the fourth interrogatory explaining my meaning when I use the term "surveying contracts." I need not repeat it here. It ought to read "surveying contractors" in the letter, and should have been written "deputy surveyor." I made no condition whatever to Case's appointment, and never thought of making any. I never thought of controlling or in any way interfering with the business of Mr. Case's office, and never attempted to do so. Case acquits me of this in his testimony. I regarded these "surveying contractors" as appointees of the surveyor general, as any man with eyes to read, and brains enough to put sentences together, can easily see by reading my letter. I intended that Mr. Mitchell should have for his friends one-third of all the subordinate appointments under Case, and that whoever Mr. Mitchell said was entitled to another third should have them, and I probably understood that they should go to Senator Lane, as I see I used his name, although I cannot remember ever to have said a word to Mr. Lane or Mr. Mitchell about meeting to agree upon a division of these appointments. I am pretty confident that it was a suggestion of my own, and that neither Mr. Lane nor Mr. Mitchell were aware of the fact that I had determined, in my own mind, upon some such meeting, and an equal division of these appointments. Senator Lane and Mr. Mitchell are undoubtedly the persons to whom I refer in my letter. Of course you will remember that I have testified elsewhere that I expected to secure one-third of these appointments for my friends.

Question 12. W. A. Stevens, when before the committee, in stating a conversation between you and himself, in relation to the meeting at Kendallville, testifies that you used to him these words: "That when he (you) got there, he (you) declined to have anything more to do with it, and he (you) considered it improper for him (you) to do so, and that whatever was done in the meeting was done by Mitchell and the rest of them. Mr. Ashley said he had no money and Mr. Mitchell had." Will you explain this matter?

Answer. I think Mr. Stevens is mistaken in what he understood me to have said. I told him and others, in substance, that Mr. Case and I went to Kendallville and saw Mr. Mitchell, but did not tell him or any one that any arrangement was made there other than what I have detailed. I may have said, and probably did, that Mr. Case wanted some money to enable him to go to the Territory, and that he told me, when going up to Kendallville, that Mitchell had plenty, and he intended to borrow some from him if he could. I subsequently learned that Case did go up to see Mitchell, some time after our meeting at Kendallville, but I am sure I did not say anything about any arrangement made at that time between Mitchell and Case, for I did not know of any, and never inquired or heard a word about any arrangement, improper or otherwise, between Mr. Mitchell and Case, and never saw Case after our Kendallville meeting. I may have said that if any agreement was made by Case, such as my opponents claimed, it was not made with me; but I will not undertake to recall all that I did say on the stump or privately to individuals during an

exciting political canvass. As I knew of no arrangement of the kind indicated, I do not believe I could have spoken of any.

Sworn to and subscribed.

JAMES M. ASHLEY.

A.

BLADE OFFICE, *Toledo, December* 9, 1862.

GENTLEMEN OF THE COLORADO INVESTIGATING COMMITTEE: As you have been appointed by the House of Representatives to investigate certain charges made by the Blade against Hon. J. M. Ashley, of your body, in connexion with letters of his to F. M. Case, it is proper for us to address you on the subject, with the view of furnishing you such information touching the truth of our charges as may be calculated to aid you in arriving at a complete understanding and just judgment in the matter. To this end we enclose to you copies of an "Extra Blade," printed and published by us during the recent campaign in this district, which contains the letters of Mr. Ashley, together with most of the editorial and other comments which he regards or claims to be libellous and demanding the attention of the House. We also enclose slips showing something of the view taken by Mr. Ashley's constituents, and especially those nearest his home and having the best means of learning the merits of the question.

For further information we refer you to Francis M. Case and John Pierce, of Colorado Territory; A. M. Pratt and W. A. Stevens, of Bryan, Williams county, Ohio; Hon. A. S. Latty, of Defiance, Ohio, and Dr. Hendricks, of Indiana. The depositions of these gentlemen, and especially of the first four and last, should be taken. Other testimony will no doubt be found in the course of the investigation. If the letters of Mr. Ashley to Mr. Case do not amply justify all and more than we have said of his conduct in the matter of the Colorado surveyorship, we feel confident that the testimony of these persons will supply any deficiency.

Permit us to assure you that nothing but a sense of imperative duty to ourselves and the public led us to speak as we did of Mr. Ashley's conduct. In view of the lamentable prevalence of corruption in nearly every department of the public service, and especially in connexion with the patronage of the federal government, we could not permit what appeared to be gross wrong to pass unnoticed, nor fail to speak of it in terms which we believed demanded by the occasion. The plea so often made in justification of official corruption, that it is common, with us is regarded as the strongest reason for its suppression; and especially were we willing to yield to the argument presented by many of Mr. Ashley's prominent supporters, that his acts were *no more than all congressmen committed.* We could subscribe to that view of the morals of the national legislature, and yet we are

warranted in saying that many men voted for him on that ground solely. It remains, as we view it, for the House to decide the issue thus presented on that point, that the people may know the state of virtue in that body. But we have little doubt that the result will be such as to vindicate the House from all wrong, and increase the public confidence in its high character.

Yours, &c.,

PELTON & WAGGONER.

B.

TOLEDO, *December* 13, 1862.

DEAR SIR: Feeling that the Blade was, in a sense, on trial before your committee and the House, we have already addressed to you and your colleagues a statement in regard to the Colorado investigation, which we presume you have received through Hon. S. T. Worcester. We now desire further to say that we should like a hearing before the committee at such time as shall be most agreeable to you and them. We have evidence in the case which we think will aid you, and may be able to obtain more if it can be used.

Will you be kind enough to advise us when it will be most proper for us to meet the committee?

Respectfully yours,

PELTON & WAGGONER.

Hon. H. G. BLAKE, *Chairman, &c.*

C.

TOLEDO, *December* 22, 1862.

DEAR SIR: Yours of the 18th instant, notifying us that a meeting of your committee would be held on the 7th proximo, is at hand.

Will you be good enough to inform us whether any witnesses are expected to be present at that time; and, if so, what ones? Also whether witnesses are expected to meet the committee at any subsequent time, and whether depositions of witnesses away from the capital will probably be taken?

The fact that the committee is appointed to examine the truth of the Blade's "charges" against Mr. Ashley will, we think, warrant the interest we take in the matter. We seem to be in a sense upon trial before it.

Yours, truly,

PELTON & WAGGONER.

Hon. H. G. BLAKE, *Chairman, &c.*

D.

TOLEDO, *December* 24, 1862.

DEAR SIR: Recent information from Colorado satisfies us more than ever that the testimony of F. M. Case should not be omitted by the committee. We are confident that he will furnish facts highly important to a correct understanding of the Ashley case. Other witnesses there are also important.

Yours, &c.,

PELTON & WAGGONER.

Hon. H. G. BLAKE, *Chairman, &c.*

E.

WATERLOO CITY, *Indiana, December* 23, 1862.

DEAR SIR: Your note of the 18th instant, requesting me to state what I know relative to certain charges against the Hon. J. M. Ashley, in connexion with the appointment of F. M. Case as surveyor general of the Territory of Colorado, came to hand to-day.

In reply I would say I am not sure that I know anything which would be of any value to the committee.

I was appointed United States deputy surveyor by the surveyor general of the Territory of Colorado in the summer of 1861, and surveyed about three hundred miles of line. Had in my employ as chain carrier, while in the Territory, William Ashley, who informed me that he was a brother of the Hon. J. M. Ashley. Became somewhat acquainted with Eli Ashley, a clerk in the surveyor general's office in Colorado, and was informed that he was also a brother of the Hon. J. M. Ashley. May have heard Mr. Case speak of General Ashley as an acquaintance or friend—think it is probable that I did, but have no distinct recollection of anything he said about him. Never heard any intimation, while in the Territory, of any contract or partnership between Mr. Case and General Ashley. Never heard Mr. Case speak about purchasing property of any kind in the Territory. Am not acquainted with General Ashley—never saw him.

Very respectfully, your obedient servant,

JOEL E. HENDRICKS.

Hon. H. G. BLAKE.

F.

DEFIANCE, *Ohio, December* 23, 1862.

DEAR SIR: I write this to acknowledge the receipt of your favor of the 18th instant, written by you as chairman of the committee charged with the duty of investigating certain charges against Hon.

J. M. Ashley, in connexion with the appointment of F. M. Case as surveyor general of the Territory of Colorado. You do me the honor, in the communication alluded to, to inform me that you are instructed by your committee to inquire what I may know about the matter, and to request me to make a statement of what my evidence would be; and respect for yourself—with whose reputation I have been familiar since 1848—and for the prudence of economy, a virtue seldom met with now in public; I proceed to answer your inquiries, and waive the consideration of a course, considered unusual now, of "pumping a witness" before he is put upon the stand, under the solemn sanction of an appeal to Omnipotence to attest the veracity and candor of his statements. If I knew anything important upon the subject which might be injurious to Mr. Ashley, and desired to shield him at the expense of true patriotism and Christian candor, this course would enable me to accomplish my object. I have not, however, any desire to shield him from the consequences of any impure or improper conduct, if he has been guilty of any such, although I should greatly regret that any man, in whose political sentiments I heretofore so freely concurred, should so demean himself as to bring odium upon those principles. That Mr. Ashley should be the person whose conduct might entail the odium—a man with whom I was heretofore intimate, and in whom I had such an abiding confidence up to the time I became aware of his connexion with the transaction about to be investigated—might, and unquestionably would, add to the poignancy of the regret; but I should, nevertheless, state the truth and the whole truth in the communication you seek, letting consequences take care of themselves, for I believe that when I do right they are always fully competent to the task.

I do not, however, think that I know much which would be legal evidence against Mr. Ashley which the public is not already in possession of, for I never had any correspondence with Mr. Ashley or Mr. Case upon the subject; and all the correspondence of which I have any knowledge—except by "hearsay"—of having passed between them was published in the daily Toledo *Blade*.

In one of the letters therein published, being that which bears date February 2, 1861, Mr. Ashley proposes that Mr. Case should become a candidate for surveyor general, and suggests that he is at a loss to know where Mr. Case should *hail* from, and suggests that, "if Colfax or if Indiana did not get a cabinet appointment, Mr. Case should hail from Fort Wayne."

After the publication of these letters Mr. Ashley published a statement apparently justifying his course, and in that statement says that the reason he suggested Mr. Case should hail from Fort Wayne was:

First. Because he (Mr. Ashley) had earnestly urged the appointment, of Mr. Judd as Secretary oft he Interior, andopposed Mr. Smith.

Second. Because Mr. Smith had been appointed Secretary of the Interior and Mr. Judd given a first-class mission; and Mr. Lincoln had left the selection of the surveyor general to Mr. Smith.

Third. Because Mr. Case was "foot-loose."

My practice (as a lawyer and a judge) in criminal cases prompted me to compare these explanations with the statement in his letter of

February 2, 1861, and with the actual facts with which I was cognizant, and see how they agree with each other.

Then, recurring to his first letter to Mr. Case, he says: "If Colfax, or if Indiana do not get a cabinet appointment, I think you had better *hail* from Fort Wayne."

And in his explanation he justifies the suggestion *because Indiana had got the appointment* of Secretary Smith!

Again, this letter was written on the second day of February, and on that day Mr. Lincoln had not left the selection of the officer to Mr. Smith, because Mr. Lincoln was not then President; neither was Mr. Smith Secretary of the Interior, nor had Mr. Judd received a first class mission, or any other mission.

Neither was Mr. Case "foot-loose," because he was elected auditor of Williams county in 1856, and re-elected again in 1858, and was then serving as auditor, his office not expiring until March, 1861.

I could not understand why these explanations were so much at variance with the true state of facts and events then so well known, unless they were the result of some "after thought," not in harmony with the true state of facts.

This is, however, purely a deduction of my own, and other persons may not think the explanation inculpative. Again, I could not understand why Mr. Ashley should think it necessary to propose to Mr. Case, as he did in his letter of the 20th of March, to "meet at Toledo or Kendalville, by agreement with *Senator Lane* and others," to fix the surveying contract, if Mr. Case was, in fact, surveyor general, and had, according to a request in that letter, signed a contract or agreement to that effect.

I hereinbefore said to you that the public had all the materially important information which I had upon the subject, except as to matters of hearsay.

I will, however, add another qualification to this statement, that several names are suppressed in the published letters, the most important of which is that of Senator Lane, of Indiana, and that his name only becomes important from the position in which Mr. Ashley places him, as using his influence for Mr. Case's appointment, and the implication of his being willing to meet Mr. Case at "Toledo or Kendalville" to fix the *surveying contract.*

With regard to the matters of "hearsay" they consist in the written and verbal statements of Mr. Case, made to others, which might or might not become pertinent in your investigation if you should find a conspiracy to have existed between any of the parties to defraud or injure the government; and then important only upon the principle that "every act and declaration of each member of the confederacy, in pursuance of the original concerted plan, and with reference to the common object, is in contemplation of law the act and declaration of them all, and would be therefore original evidence against them."

It is, however, due to you to say that Dr. John Paul, of Defiance, William A. Stevens, James Bell, and Albert M. Pratt and others, of Bryan, Williams county, Ohio, may be able to give you inform-

ation on the subject, as I know that some of these gentlemen profess or heretofore professed to have such information in their possession, and it seems to me to be due to the public as well as the parties interested that a full and fair investigation should be had of the whole case. I hope to be able to find a copy or number of the Toledo *Blade* in which these letters as well as Mr. Ashley's explanation are published, and if so, I will send it to you to render this epistle more intelligible; and I will only add now, that the only occasion on which I ever saw all the original letters was at Bryan, on the 8th day of last September, They were then in the possession o William A. Stevens, esq., and inasmuch as they are to be supposed to be still in existence, their production would be necessary to explain the blanks in the published copies, and *parol* evidence would not be received, I suppose, for that purpose; hence my evidence would not, in any event, be material or competent, for if they are lost or destroyed Mr. Stevens would be the best and, perhaps, only competent witness on that subject, and he could at the same time fill the blanks.

Hoping that you will find this communication satisfactory to you, and that you will lay it before your committee and arrive at the conclusion that my knowledge of the facts is not sufficient to justify a journey to Washington,

I remain truly yours,

A. SAUKEY LATTY.

Hon. H. G. BLAKE.

G.

TOLEDO, *December* 18, 1862.

DEAR SIR: Your favor of the 11th instant is at hand, and in reply, my letter to the Hon. John Sherman was written on receiving, through the public prints, the notice that Mr. Ashley had applied for the investigation. The first impression naturally was, that he hoped in this way to procure a committee favorable to himself. I have since learned all the facts connected with the matter, and am fully satisfied the committee will do its duty fairly. I certainly have no personal feelings to gratify, and, as I said in the letter to Mr. Sherman, should never have taken any steps to procure an investigation. Now that it has been ordered, however, I feel the same anxiety that any citizen should that justice be done to all parties.

The letters sufficiently explain themselves. You undoubtedly have copies of them as published. The originals are in the hands of William A. Stevens, a banker, at Bryan, Williams county, Ohio. In what manner they came to the light I never knew. I have never seen them myself. Mr. Stevens will no doubt produce them before the committee if desired. Mr. Ashley has seen them in the hands of Mr. Stevens, as I understand, and admits their genuineness. He saw them not far from the 24th August, and immediately made a draft of

a statement for Case to sign, and sent it to him for that purpose. Mr. Case did not sign the statement he made for him, but did make and sign another, which was published in the Toledo Commercial, as part of the defence made by Mr. Ashley. Now it is apparent from the correspondence that Mr. Ashley made it a *condition precedent* to his influence in procuring the appointment of Mr. Case that he and his friends should have the appointing power, that Case should contract with him for a division of the profits in all land speculations, and that he, Ashley, should with his friends have the *disposal* of the surveying contracts. The surveying contracts were to be fixed *after* the appointment. But, as you will see, the agreements as to the power Ashley and his friends were to have was required in writing *before* the appointment. The blank in letter 5 was filled with *Kendalville*, Indiana, as the alternate place of meeting. The Hon. Wm. Mitchell was, I believe, the party who was to meet with them.

A meeting was held at Kendalville, and afterwards at Auburn, Indiana, and I am credibly informed that at the meeting at Kendalville it was agreed between Ashley and Mitchell "that when a good liberal appropriation should be made, Mitchell and Ashley should each have an agent in Colorado who should attend to selling out the surveying contracts, and divide the profits with their principals." When Mr. Case is examined before the committee I suggest that he be inquired of whether such was his understanding of the arrangement. He may not have heard the conversation between Ashley and Mitchell, but he did hear, as I am informed, from Ashley *or* Mitchell that such an arrangement had been made or was contemplated.

Mr. Case says, in a letter to the editors of the *Blade*, written on the 14th October, "Ashley did stipulate, as a condition precedent to my appointment, that he should have a share of the profits of the surveying contracts, and I can prove it by an unimpeachable witness. When I became posted on my duties I repudiated so much of our agreements as conflicted with my duties to the government."

A friend of mine suggests that Mr. Case, Mr. Stevens, Conroy W. Mallory, and A. M. Pratt, of Bryan, Williams county, and John Paul, of Defiance, Defiance county, should be examined by the committee. Each of these parties had, as I understand, letters from Case in his possession, which should be also produced, and my friend suggests that the committee require the production of the letters from Ashley to Case, and from Case to the various parties named. Mr. Ashley has a copy of the deposition of Case, taken in his suit against the Blade for libel. Perhaps he may produce that before the committee, but I have the most positive assurances that this deposition does not contain *all* that Case knows, and he should certainly be again examined.

In the course of the campaign it was suggested that the Commissioner of the General Land Office recommended an appropriation of only 4 or 5,000 dollars for the Colorado surveys. An effort was made, as I heard, to raise the appropriation to $50,000, which was defeated. Whether this was done in the House, in the proceedings

connected with the appropriation bills, or in some other way, I do not know. That statement was, however, distinctly made by some person who had the means of knowing. I think it was also said, that Mr. Colfax moved, as a compromise between the parties. to make the amount $10,000, but finally all increase was voted down, and the amount as recommended by the Commissioner adopted. As I understood at the time, this statement was made here by Mr. Mitchell; of course, if any such proceedings were had in the House, the records will show; if in the territorial committee, the records of that committee will show it.

I do not now think of any other suggestion important to the case. Should the committee require any information from the parties I have named, a letter addressed to them will receive due attention. For my own part, I have no other knowledge of the matter than such as came to me from the statements of others in the course of the campaign.

Truly yours,

M. R. WAITE.

Hon. HARRISON G. BLAKE.

H.

DEFIANCE, *Ohio*, *December* 26, 1862.

SIR: Your letter of 23d instant was received by the last mail.

There may be a doubt as to the propriety of the instructions given you by your committee, in thus putting interrogatories to persons before making them legal witnesses. An enemy might assign another reason than the one given, (to save expense to the government.) With me the reason is sufficient.

I had no hand, directly or indirectly, in obtaining the letters of Mr. Ashley to Mr. Case for publication. I was opposed to the renomination of Mr. Ashley as candidate for member of Congress from this district solely on the ground that such a nomination would divide the true friends of the Union, and enable the sympathizers with rebellion to triumph; this with me was a sufficient reason; I sought no other; I urged no other.

In answer to your request for a statement of all I know touching this case, as far as relates to Mr. Ashley, I have to state:

I know, from what I believe to be a genuine letter of Mr. Ashley's, in his own handwriting, dated March 19, 1861, that in order to secure the appointment of F. M. Case as surveyor general of Colorado Territory, he (Ashley) had promised that the surveyors and subcontracts to be employed by Case were to be at the joint disposal of Mr. Ashley and two other persons; and to enable him to keep that promise, Mr. Ashley requested of Mr. Case authority in writing, authorizing him (Ashley) to pledge Case to perform the promises which Mr. Ashley had made in regard to the joint disposal of the matter of the surveyors and sub-contracts above mentioned.

I know further, that in a letter written by Mr. Ashley, and dated

October 7, 1861, Mr. Ashley complains that he had not heard from Pierce for a month. In that letter Mr. Ashley says he had that day written Pierce that if he did not start in ten days he might consider the arrangement at an end, as he had waited now over four months, and that if he did not start Dr. Scott, of Henry county, would take his place.

I know, also, that the arrangement before referred to was a pecuniary interest on the part of J. M. Ashley in the surveys to be made or the sub-contracts to be let by Mr. Pierce.

I also know that the Pierce above referred to went to Colorado Territory as Mr. Ashley's man to manage the surveying contracts.

I know, too, that Mr. Pierce (the same man of whom Mr. Ashley complained in his letter of October 7, 1861, for not starting sooner) had a contract for work under the surveyor general of Colorado in 1861.

I know, also, the names of Mr. Ashley's partners in the "joint disposal of the surveyors and sub-contracts," but as it is not clear that my knowledge on this point is included in your request, I shall withhold it for the present.

Respectfully, yours,

JOHN PAUL.

Hon. H. G. BLAKE,
Chairman of the Committee to investigate charges against the Hon. J. M. Ashley.

I.

DEFIANCE, *December* 25, 1862.

SIR: Yours of the 18th instant reached me at this place yesterday, and while I fully appreciate the reason, namely, of economy to the government for your requests, and am not unmindful of the respect due you and the committee you represent, both as gentlemen and representatives of one branch of the national legislature, I must respectfully decline complying with the request you make that I put my evidence in writing upon the matters referred to and place the same at your disposal before being called upon to do so upon oath.

My experience of several years as an attorney has taught me the impropriety of any person becoming a volunteer or "swift" witness in any matter whatever, and, also, that without being *precisely* advised of the *specific charges* against the Hon. J. M. Ashley which you propose to investigate, it would be presumptuous in me to attempt to state what I do "know about the case" and what my evidence will be upon the matters you may have before you.

Again, I have never assumed to be a public accuser of the Hon. J. M. Ashley for his course in connexion with the appointment of Mr. Case surveyor general of Colorado Territory. I have not thus far deemed it advisable to make public whatever knowledge I may pos-

sess upon that subject, and the reasons why I have not have been satisfactory to myself. I have never, save under the exigencies of my oath, put that knowledge in writing, and you and the committee you represent must excuse me from doing so now. If, however, I am called before that committee as a witness, so far as my evidence may be competent and relevant and I under no disability, I shall have no hesitation in responding. Should the committee finally decide to call me as a witness and their examination assume the latitude I deem it possible it may, in my judgment they will also find it necessary to examine Surveyor General Case and John Pierce, now of Denver city, Colorado Territory.

Yours, respectfully,

A. M. PRATT.

Hon. H. G. BLAKE.

K.

BRYAN, *Ohio*, *December* 23, 1862.

SIR: Your favor of the 18th instant I have received, and in reply would say that the only evidence which, in my judgment, would be of importance in the investigation which I could give would be the production of several letters written by the Hon. J. M. A. to F. M. Case, esq., now surveyor general of Colorado Territory; copies of the ones I consider most important are herewith inclosed, and Mr. Ashley's statement to me that the meeting mentioned in his letter of March 19. to be held at Toledo or Kendalville, for the purpose of arranging the surveying contracts, was held at Kendalville.

It is true, however, that I have from Mr. Case a letter in which, in speaking of the matter, he says: "'Tis true that I agreed to some things before my appointment which if I had carried out would have subjected Mr. A. and myself to a heavy fine, but when I found out my duty to the government I repudiated my agreements with Mr. A., and have in all my official acts acted as conscientiously and in as good faith with the government as I have ever tried to do with individuals."

I have also read several letters from Mr. Case to A. M. Pratt, of this place, and one to Dr. John Paul, of Defiance, Ohio, in which he speaks more at length in about the same way. The letters which I have are published, I think, correctly in the Toledo Blade, a number of which I send you by this mail. I also learn from a deposition made by Mr. Case, in an action pending in the Lucas court of common pleas, that at the meeting held at Kendalville Mr. Ashley nominated one surveyer and Mr. Mitchell one, and that Mr. Case gave those two men the surveying contracts for the year 1861 at the minimum price. Mr. John Pierce was Ashley's man and Joel E. Hendricks was Mr. Mitchell's man. Mr. Case states that he gave these men the contracts because he was advised that it was agreed that Ashley and Mitchell should each nominate a surveyor, and that

he should divide the surveying to be done in 1861 between these surveyors.

Respectfully,

W. A. STEVENS.

Hon. H. G. BLAKE.

I see no necessity of my appearing before the committee, as Mr. Ashley will, I suppose, admit the letters to be genuine, and the other information can all be obtained from others whose attendance will be indispensable.

W. A. S.

At the suggestion of the chairman, it was unanimously voted that Judge Noell should draw up the report.

37TH CONGRESS, 3d Session. } HOUSE OF REPRESENTATIVES. { REPORT No. 48.

CHARGES AGAINST THE COMMISSIONER OF PATENTS.

MARCH 2, 1863.—Laid on the table, by resolution, and ordered to be printed.

IN THE HOUSE OF REPRESENTATIVES,
January 30, 1863.

Resolved, That a special committee, of five members of the House, be appointed to inquire into the truth of the charges contained in the accompanying pamphlet purporting to be signed by R. Betts, with power to send for persons and papers, and to examine witnesses under oath, to employ a clerk at the usual compensation, and with liberty to report at any time what action it may be proper to be taken in the premises.

The Speaker appointed the following members to serve as said special committee: Messrs. William P. Sheffield of Rhode Island, John H. Rice of Maine, Warren P. Noble of Ohio, Edwin H. Webster of Maryland, and Rowland E. Trowbridge of Michigan.

Attest:

EM. ETHERIDGE, *Clerk*.

IN THE HOUSE OF REPRESENTATIVES,
March 2, 1863.

Resolved, That the report of the special committee appointed pursuant to a resolution of the House of January 30, 1863, to investigate the charges made in a certain pamphlet against the management of the Patent Office, with the evidence accompanying the same, be, and the same is hereby, ordered to be printed; and that a copy of said evidence and report be transmitted to the President of the United States.

Mr. SHEFFIELD, from the special committee appointed to investigate this subject, made the following

REPORT.

The select committee appointed in pursuance of the foregoing resolution of January 30, 1863, *to inquire into the truth of the charges contained in the pamphlet therein referred to, purporting to have been signed by R. Betts, beg leave to submit for the consideration of the House the following report:*

That immediately after their appointment they notified R. Betts, the author of said pamphlet, and David P. Holloway, Commissioner of Patents, the person implicated by the charges contained in said pamphlet, to appear before them.

In pursuance of said notice the said parties did appear before your committee, and such witnesses have been examined as the committee were requested to have examined by each of said parties, whose testimony, as it was alleged, would be in the judgment of the committee material to the complete and thorough investigation of the subject committed to them. Some evidence, however, upon the charges in relation to the loss of moneys transmitted to and from the Patent Office through the mails, and some in relation to the cost of printing for the Patent Office, to be obtained from witnesses residing in New York and other northern cities, was not obtained, because of the limited period afforded for the investigation, owing to the approximation of the close of the present session of Congress, and because of the cost to the government of procuring the attendance of said witnesses.

The committee take pleasure in saying that each of the parties before them afforded them every required facility in prosecuting the investigation, and that neither manifested any disposition to withhold any fact material to the subject of inquiry from the knowledge of the committee.

The statement of the Commissioner, part narrative and part argument, filed after the close of the testimony in the cause, is herewith presented in connexion with the evidence taken in support and in rebuttal of the charges.

The charges against the Commissioner are set out with great vagueness in the pamphlet committed to them, and the committee made repeated efforts to have the charges made more specific but without success, owing to the ill-health of Mr. Betts.

The charges against the Commissioner, when stripped of some verbiage, may be stated to be:

First. The improper expenditure of the public moneys by unnecessarily and unlawfully applying them in payment for printing; that he employed and paid an unnecessary number of temporary clerks; that the sums paid in salaries to the employés of the office were unnecessarily large; that the salaries of some officers were reduced arbitrarily and without authority of law; that letters franked by the Comissioner or chief clerk have reached their destination sealed with wax and the private seal of the office, which should be only accessible to the two sons of the Commissioner; that these letters contained money when they were sent from the office, and when they reached their destination that they contained nothing but certain regulations of the Patent Office; that the Commissioner employs his friends and kindred to the detriment of the public service; that he keeps horses and carriages at the public expense for his private use; undue partiality manifested towards several ladies of secession proclivities.

He has asked and obtained appropriations to pay salaries wrongfully by him withheld, and yet he has not paid the salaries.

He improperly sent D. J. Browne, an agent of the Agricultural bureau, abroad at the expense of the government.

He wrongfully estimated for, and asked Congress to make, an ap-

propriation to pay the balance of a pretended claim of one Henry S. Davis against the United States.

There are also charges of mismanagement of the Agricultural bureau, and reference is made to a statement made to Congress by the Commissioner in reply to certain resolutions offered by the Hon. C. Calvert.

In making these investigations, the first difficulty your committee encountered was in ascertaining, from proper official reports, the financial condition of the Patent Office at any given date. For they were pained and surprised to learn that the practice had grown up in this bureau, and they are informed that the practice is common, if not universal, in other bureaus, of reporting to Congress the receipts and disbursements only of the bureau, leaving Congress and the public in complete ignorance of the outstanding liabilities of the bureau, and, consequently, destitute of any knowledge of its pecuniary condition at any given period of time. This delinquency in the official reports of the heads of bureaus, your committee cannot commend too strongly to the attention of the House.

Another embarrassment which was met with in the investigation was from the fact of the incorrectness of the report of the Commissioner of Patents to this house, under date of January 28, 1862, in reply to the resolutions of the Hon. C. Calvert, purporting to give a statement of the expenditures in the agricultural division of the Patent Office in detail, commencing July 1, 1861, and ending January 23, 1862; the said report is contained in Executive Document No. 43, which your committee ask may be taken in connexion with their report.

By this report it appears that the expenditures of the agricultural division for this period amounted to $46,546 10. Yet the expenditures, as they are shown by the same report in the recapitulation of the monthly expenditures, are as follows:

In July	$3,438 10
In August	1,993 61
In September	10,617 40
In October	3,208 67
In November	2,937 57
In December	2,819 94
Amounting to, January 1, 1862	25,015 29

To this amount should be added the expenditures to the 23d day of January, amounting to $6,178 87. This statement, therefore, shows an aggregate expenditure of $31,194 16 during the said period. Thus showing a mistake and increase of the expenditures of the office above the amount set out in the monthly expenditures of $15,351. 94.

This report, it is alleged, was made from the book kept in the agricultural division, but, upon reference to the testimony of Mr. Hillborne, and to the report of the Commissioner, to which we have already referred, it will appear that this report of the 28th

of January, 1862, is not a correct transcript of the book from which the report is said to be made up.

To meet this difficulty the committee had recourse to the books of the disbursing clerk of the Patent Office, and from these books it appears that the expenditures on account of the agricultural division, from the 1st of July, 1861, to January 1, 1862, were $35,482 31.

Many items of account were found upon each of these books which the committee have been unable to find upon the other. To relieve the perplexities surrounding this part of the investigation, it is said that the book kept in the agricultural division was but a memorandum book, and that the books of the disbursing clerk are reliable, which theory your committee have felt constrained to adopt. Yet nothing has been shown in evidence to explain why entries of expenditures made upon the book kept in the agricultural division were not contained in the book of the disbursing clerk of the Patent Office.

The Commissioner admits the incorrectness of his report of the 28th of January, 1862, and excuses it by saying that it was furnished him by his clerks in the agricultural division, and that, without verification or examination by him, he sent it to the House. In reply to this, it may be said that it is highly important that correct information should always be furnished to either house of Congress by the several departments of the government, and this was especially important in this instance, as it was upon this information the members of the House might be called upon to decide upon the propriety of separating the agricultural division from the Patent Office, and making that division into an independant department.

Your committee do not believe that it was the intention of the Commissioner to give the House any false information upon this subject, but the fact that such information was given under his official sanction was rather the result of the want of a proper attention to, and knowledge of, the duties and requirements of his office. It is a noticeable fact that the Commissioner yet retains in office the clerks who made to him this report, and who, if the theory of the deficiencies in their book is correct, must have known that the report which they were making up for the Commissioner was erroneous.

THE PRINTING ACCOUNT.

By the act of March 2, 1861, it was provided that the Commissioner of Patents should be authorized to print, or, in his discretion, cause to be printed, ten copies of the description and claims of all patents which might thereafter be granted, and ten copies of all drawings of the same, where drawings should accompany the same, provided the cost of the text of said descriptions and claims should not exceed, exclusive of stationery, the price of two cents per hundred words for each of said copies, and the cost of the drawings should not exceed fifty cents per copy.

Under this authority the Commissioner entered into a contract with a party residing in the city of Philadelphia to execute the work

provided to be done thereunder. The words of the statute were almost literally copied into the contract.

The number of words contained in the descriptions and claims printed were, as appears in proof, 2,761,260; the number of drawings, 2,289. The expense of these ten copies amounted to $17,087 27.

Undoubtedly these copies were published under the authority of law; and though it is alleged that the price paid for the work is greater than for which other persons might have been willing to have done the work, your committee have failed to find any satisfactory proof that this was an unwarranted expenditure of the public money. There were, however, twenty extra copies of these claims, descriptions, and drawings, printed, at a cost to the government of $17,466 10. There existed no positive law to authorize this expenditure. The Commissioner alleges that this was an expenditure which, in the administration of the patent fund for the uses to which it was designed, was fairly within the scope of his authority. In this connexion it is difficult to appreciate the necessity for the passage of the act to authorize the publication of the ten copies, or why any Commissioner should desire the passage of that act if, under existing laws, the Commissioner then had the authority to publish any number of copies he pleased. But if we take a view of this last expenditure, favorable to the authority of the Commissioner, in the opinion of the committee, in the then condition of the patent fund, the expenditure was of *very* doubtful expediency.

TEMPORARY CLERKS.

The allegation is that $43,791 01 was paid to temporary clerks, and that this was an extravagant expenditure.

The printing of the descriptions and claims did not, as it was anticipated at the time of the passage of the act of March 2, 1861, much, if any, reduce the clerical labor of the Patent Office. The sum expended on this class of labor is about the same as the average sum paid for the same class of labor for the five years last past. The business of the office had decreased so that, during the period at which this expenditure was incurred, it was nearly fifty per cent. below the usual average.

A large proportion of this class of clerks is employed outside of the Patent Office building; and a practice has grown up without the positive authority, but with the acquiescence of other Commissioners, but which has had the express sanction and authority of the present Commissioner, of sending the original papers belonging to the office out of the office to be copied by their temporary clerks. When the nature and value of these papers are considered, and the character of the controversies which often arise in relation to them, it is believed that this practice is worthy of the condemnation and censure of the House. In one instance the original papers sent out of the office, in this way, have been totally lost, and in others, they have been lost for a time.

It is alleged by Mr. Betts that partialities were shown by the Com-

missioner to "several ladies, who are secessionists, by giving them employment in this bureau," &c. These ladies were employed as temporary clerks, and copied the papers of the office at their respective places of residence. Considering the character of this charge, perhaps the committee cannot do better than to lay before the House the evidence upon which it rests, and the defence which the Commissioner sets up to that evidence.

TESTIMONY OF UPPERMAN.

Answer. There may have been one or two cases (employés as temporary clerks) that the Commissioner considered special cases.

Question. What were these cases?

Answer. There is a lady, Miss Barton, whose name stands at the head of the list. Mrs. Thompson comes next. Their bills range as nearly equal as can be. There are others. Mrs. Cook is also on the records. Her bills run up as high as any one's.

Question. (By Mr. Webster.) Are they put at the head of the list at your suggestion, or at the suggestion of Mr. Holloway?

Answer. It is entirely left to me. We confer together on the subject about those whose handwriting is best suited to the record. We always select those for the record whose handwriting is the best.

Question. Who makes these appointments?

Answer. None are allowed to write unless I am authorized by the Commissioner to employ them.

Question. Does he direct the list to be made up?

Answer. It may have been that the Commissioner told me that "I want Mrs. A, B, or C to be put on work." Of course I try to gratify him. He tells me to do the best I can for them.

Question. Who does he desire you to do the best you can for?

Answer. The Commissioner sent the name of a lady, Mrs. Johnston, and he wrote at the bottom, "A special case." Mrs. Johnston's bill never got up to $30 per month. She had a family of little children, and was not able to do work at all times.

Question. What was the amount of Mrs. Cook's bill?

Answer. I cannot answer that without referring to my books.

Question. Was her case considered a special case?

Answer. Yes, sir.

Question. What was the specialty of her case?

Answer. I do not know.

Question. Any other special case?

Answer. I do not know.

Question. You say these two were made special cases by the Commissioner?

Answer. Yes, sir.

Question. Who is Mrs. Cook, and where does she reside?

Answer. She has resided in Washington; she was raised here.

Question. Where is she now?

Answer. Report says she is in "Dixie;" that she has gone to Richmond, Virginia.

Question. Do you know anything of her loyalty to this government?
Answer. I do not.
Question. Does she now receive pay?
Answer. Her work is continued.
Question. That is not an answer to the question.
Answer. Yes, sir; she receives pay. Her work is done by another person at half price. It is divided; she receives one-half and the other party receives the other half.
Question. Where is her husband?
Answer. I do not know; but I understand that he is south. I know him by sight only.
Question. Was there any other lady in the employ of the office whose husband has gone south?
Answer. Yes, sir; Mrs. Thompson's husband is said to be south.

To this evidence the Commissioner replies: "They (Mrs. Cook and Mrs. Thompson) were appointed without reference to their political opinions or sympathies, and simply from their destitute and necessitous situation. No act of disloyalty on the part of either of them has ever been brought to my notice; nor do I believe that they were ever guilty of any act prejudicial to the government."

The propriety of employing ladies whose husbands are in the south, in the present condition of the country, to make up the records of the Patent Office—thus putting it in the power of these persons to know and, if they are disposed to do so, to convey to those in arms against the government a knowledge of all the recent inventions which the existence of the present war has stimulated to be made in the weapons and missiles of war—is certainly open to just criticism.

CLAIM OF HENRY DAVIS.

The recommendation by the Commissioner of the payment of the claim of Henry S. Davis, amounting to $5,720 04, *after it had been twice or more rejected by his predecessors in office.*

This claim was based upon a balance supposed to be due to Mr. Davis for certain work done by him in furnishing one of the saloons of the Patent Office. It appears in evidence that this work was done some years since, under the direction of a former Commissioner of Patents, and that there was then paid to Davis all that the then Commissioner believed to be justly due him upon his claim; that afterwards this decision was confirmed by a subsequent Commissioner; and, notwithstanding these adverse decisions upon the validity of this claim, the present Commissioner urged upon Congress its payment by a letter of which the following is a copy:

UNITED STATES PATENT OFFICE,
Washington, D. C., November 1, 1862.

SIR: I have the honor to submit the report of Messrs. Downing, Angus & Morsell, sworn measurers appointed by me to examine the carpenter's work done by H. S. Davis in the west saloon of the Patent Office.

The amount estimated by them as due for the work performed by Mr. Davis

is seventeen thousand five hundred and ninety-six dollars and thirty-nine cents, ($17,596 39,) of which amount Mr. Davis has received eleven thousand eight hundred and seventy-six dollars and thirty-five cents, ($11,876 35,) leaving a balance due Mr. Davis, according to the above estimate, of five thousand seven hundred and twenty dollars and four cents, ($3,720 04,) for which amount I respectfully recommend that an appropriation be asked in your annual estimate, the balance of the amount formerly appropriated for this purpose having been refunded to the treasury.

I have the honor to be, sir, very respectfully, your obedient servant,

D. P. HOLLOWAY, *Commissioner.*

Hon. CALEB SMITH,
Secretary of the Interior, Washington, D. C.

WASHINGTON, *July* 16, 1862.

SIR: The undersigned having been appointed by you to examine carpenter's work done by H. S. Davis in the west saloon of the Patent Office building, after a careful examination of the same, beg to submit the enclosed account as our report.

We have the honor to be, very respectfully, your obedient servants,

J. M. DOWNING.
JOB W. ANGUS.
S. T. B. MORSELL.

The Commissioner justifies his conduct in reference to this claim by saying that "the House having passed the bill for the payment of the claim, I need offer no justification for my action in recommending it." That is, the House having acted upon my official testimony, now, when that testimony is on trial, I plead the action of the House in support of the testimony. It might as well be said that because the Senate refused to pass the appropriation upon the faith of this report that the action of the Senate is evidence to impeach the veracity of the report.

It is of primary importance that the estimates made by the several departments and bureaus of the government as the basis of appropriations should be made, as far as practicable, upon principles of absolute verity, and any departure by any responsible officer from this policy should be deemed to be high official misconduct. The committee submit the evidence upon this point of the case and the defence of Mr. Holloway to the careful consideration of the House.

LOSS OF MONEYS TRANSMITTED TO AND FROM THE POST OFFICE THROUGH THE MAIL.

That losses of money, valuable papers, checks, drafts, &c., in being transmitted to and from the Commissioner of Patents, from various parts of the country, have been numerous, your committee see no reason to doubt; but whether these losses occurred at the Patent Office, or in the transit of these valuables from the Patent Office to the post office, or in the Washington post office, or elsewhere, your committee have not been able to ascertain. The fact that the losses of valuable letters passing through the city post office to the several departments of the government have been confined to the correspond-

ence of the Patent Office is of but little significance, as the general character of the letters of all departments are well known to the public; and from the known character of the correspondence of the Patent Office, the committee submit to the House whether the letters to and from this department would not be more likely to be stolen than the letters of any other department of the government.

It is true that there has been adduced other testimony which bears upon this question, but not enough, in the judgment of the committee, to justify the belief that these losses occurred at any particular place, or to fix them upon any particular person.

THE EMPLOYMENT OF D. JAY BROWNE TO TRAVEL IN EUROPE TO GATHER AGRICULTURAL STATISTICS.

The authority to appoint Mr. Browne to visit Europe rests rather in the discretion of the Commissioner than upon any positive law. The reasons for his appointment are set out by the Commissioner in his letter to the Secretary of the Interior, under date of January 28, 1862, which was communicated to the House and published in Executive Document No. 43, which is annexed to this report. Whether those reasons, and the results of that mission, which are published in the Agricultural Report for 1862, justify this expenditure of the $3,000 which the mission cost the government, is a question upon which the committee do not feel called to express an opinion. But, in justice to the Commissioner, it should be said that no testimony was adduced to satisfy the committee that the Commissioner was actuated by any corrupt motive in making the appointment of Mr. Browne.

THE UNLAWFUL REDUCTION OF SALARIES.

The salaries of some of the employés were reduced without law. The testimony of Mr. Baldwin presents this branch of the investigation in a manner so clear that there is little more for the committee to do than to refer to that evidence.

OTHER CHARGES.

The other charges made against the Commissioner are either presented upon the proofs alone, or, where the proofs do not refer to the charges, the committee thought them too trivial to occupy their attention, or no proof was tendered in their support.

Your committee cannot close this investigation without reminding the House of the relative importance of the Patent Office and of the high qualifications its duties require of those who administer it, and of the importance of always guarding them with the strictest vigilance; for there is no bureau of the government that is more immediately connected with the industrial interests of the country, and none which requires for its proper administration higher qualifications of intelligence, business habits, and integrity.

But the committee do not conceive it to be their duty, or within

the legitimate province of their investigation, to express any opinion as to the fitness and qualifications of the Commissioner for the office which he holds, nor do they intend to express any disapproval of the conduct in office, other than in the particulars specified in their report; and they have failed to discover evidence to satisfy them that the Commissioner wrongfully intended to misappropriate the public money.

All of which is respectfully submitted.

TESTIMONY.

Questions propounded to R. Betts.

FIRST SERIES.

1. Are you the author of a pamphlet addressed "To the members of the Senate and House of Representatives," purporting to be "An exposition of D. P. Holloway's management of the Patent Office," signed R. Betts, dated January 1, 1863? If you state you are, state if the allegations and charges therein made in relation to the Commissioner of Patents and his management of the Patent Office are true of your own personal knowledge.

2. Will you state what one or more of those charges are true, of your own personal knowledge?

3. At what time did you first discover the mismanagement of the affairs of the Patent Office, and when did such discovery impress upon your mind the duty of making an exposition of the same for the benefit of the public?

4. With whom have you consulted, counselled, and advised during the time you were engaged in preparing the pamphlet for publication that has been in this examination referred to?

5. Did any member of Congress aid you, counsel with you, or advise with you in the preparation of this pamphlet?

6. Did you tell any member of Congress that you were preparing it, or having it prepared?

7. How many copies of the pamphlet did you have printed, and what disposition have you made of them?

8. Who aided you with money to pay for printing them?

9. Did you send any of them to persons through the mail?

10. Did you pay the postage on those sent, or did you use the frank of a member of Congress, or any other person? Did you supply any member of Congress with copies for distribution; if so, to what member?

11. Was not this pamphlet written by an employé in the seed-room, and who had been dismissed from the Patent Office?

12. How do you know that Mr. Browne received $4,500 through letters from the Commissioner of Patents?

13. Has the kind of work which this sum is designed to pay for ever been paid out of the Patent Office fund?

14. Who was that indignant individual who declared that both Smith and Holloway "knew this individual to be a scoundrel and a thief?"

SECOND SERIES.

1. You say, in your pamphlet, that "during the last session of Congress," attempts were made to call attention to the mismanagement of the affairs of the Patent Office; were you concerned in those attempts?

2. Did you not counsel and advise them?

2½. Please to state, if you know, the names of those concerned therein.

3. You say that the statements were strictly correct. Do you say this of your personal knowledge?

4. You say that when Mr. Holloway became Commissioner of Patents, in April, 1861, the bureau had a surplus fund of about $80,000. How do you know there was such a "surplus fund," as you term it?

5. Will you submit some proof that such statement is correct?

6. You say that in *one* instance he, Mr. Holloway, caused about $30,000 to be charged to printing. Be pleased to state what particular instance, and when? Have you ever seen the details of the contingent account for the year 1861, and if so, how did you get access thereto?

7. You state that my report shows $17,854 47 as set down for printing, while *more than twice that sum* has been *charged* to printing, the great bulk of which you *suppose* to have been concealed under the "convenient" head of contingent expenses.

8. This charge for contingent expenses for 1861 you say is equal to *nearly* one-half the income of the office for the year. Will you state what was the amount of that income? Is $59,502 36 *nearly* one-half of that sum?

9. The Commissioner has, you allege, failed to give a true statement of the cost of printing, &c. What do you mean by &c.? In what particular has he failed to give a full and truthful statement?

10. You undertake to give a *detailed* statement of the number of words in the patents which were printed. Do you know how many words were included in Mr. Gideon's bill? How did you obtain the number of words in each month's issue of patents? Do you know the exact number of drawings attached to the whole of the patents printed; if so, how many? Do you know how many patents were printed; if so, how many?

11. You assert that 2,000 drawings is a full allowance for the number of patents issued. Is there any general or particular rule by which to estimate the number of drawings which ought to accompany a given number of patents? if so, state what such general or particular rule is.

12. Supposing, as you state, that in "*very many*" instances the original drawings *were* attached to the printed patents sent to invent-

ors or patentees, in what way did that lessen the number of drawings actually photographed?

13. Do you not know that in every case a manuscript copy of the specifications and claims was made by the office, and, after being carefully compared with the originals in the same way that the same copies on parchment would have been, placed in the hands of the printer?

14. Was not the same amount of recording done? Were not these copies and this recording done by "temporary clerks?"

15. You assert that "another dubious feature" in his report is the *small* sum paid to temporary clerks in 1861; and further, the *very small* sum paid for salaries. Are you aware of how much of these sums were under the control of the present Commissioner? Do you know how the average quarterly payments for these two items compare with those of a like period previous to his assuming the position of Commissioner?

16. You allege that the Commissioner arbitrarily, and in the absence of any law to justify him, reduced salaries *fixed by law*. Are you able to point out any such instance, except in regard to the disbursing clerk and the librarian? Are you not aware, also, that in both of these cases the amount withheld has been paid up?

17. You say the Commissioner appointed one of his sons to a desk where the only duties were to receive models and give receipts for the same, and *increased the salary* from $1,000 to $1,600 per annum. Is there a *fixed* salary for that desk? If so, please to point out the law fixing it. Have you correctly stated the duties of that desk? Was it a new thing to have an assistant there?

18. The Commissioner, you allege, appointed another of his sons to the post of chief messenger "it is now believed to afford some one an opportunity 'to snatch up unappropriated trifles,' and to indorse bills '*correct*,' thereby securing their *prompt payment*." What do you mean by this charge? Do all bills require his indorsement? Please to state distinctly what you mean by "snatching unappropriated trifles." Who is the "some one" referred to? In what way does his indorsement secure *promptness* of payment? Do you mean that the payment of bills is delayed unless *his* indorsement is upon them? if so, name any instance within your knowledge.

19. *Many* envelopes, you say, franked by the Commissioner or chief clerk, have reached their destination *sealed with wax* and the private seal of the office—which should be only accessible to those two sons—stamped thereon and in every respect in perfect condition, only, that on being opened by the parties to whom they were addressed, *instead of covering a letter and money, they were found to contain a small pamphlet*, &c. Will you state how many of these envelopes which ought to have contained money have been "*found in perfect condition*," minus the letters and money? How do you know there were any such? State also how you ascertained that such envelopes were in perfect condition—with wax and seal when received by the parties to whom addressed? To whom were such envelopes sent—and when? Do you *of your own knowledge* know of a single instance in which money

has thus been abstracted? Might not the substitution have taken place in the post office?

20. What reason have you for supposing that letters "directed to the office containing money" may not have been lost or abstracted in their transmission through the mails?

21. You mention as a "*singular feature*" and as "*a mystery yet unexplained*," that these operations are confined exclusively to the Patent Office mails.

22. Do you know it to be a *fact* that they are thus exclusively confined to the Patent Office? and if so, how do you know it?

23. How do you know that Mr. Wm. T. Dennis was selected by Mr. Holloway as his disbursing and financial clerk? When Mr. Dennis was appointed as chief clerk of the agricultural division, are you certain that his son was also appointed in the same division at an annual sum of $600? Are you not aware that this youth was employed in the seed-room at the rate of $30 per annum?

24. Be pleased to state in what manner leaves of absence granted to clerks in this office differ from similar leaves formerly granted by other Commissioners.

25. Fathers, you state, are allowed to make substitutes of their sons, whilst the former engage in services in other departments of the government, &c. Will you specify any such instances?

26. Were you yourself not allowed, on the plea of bad health, to place your son as a substitute for several months, and did not you receive your pay regularly during that time? Did you not urge his retention as a temporary clerk, after your return to the office?

27. If, as you assert, Mr. Holloway and his connexions in the Patent Office and Interior Department receive for salaries annually about $15,000, I presume you have some data for such assertion. Will you be pleased to designate the recipients of this large sum, separating the Patent Office proper from the Interior Department?

28. In November last, you say Mr. Holloway established a "*new desk*" for corresponding with newspapers, &c., and selected a "talented letter-writer" to occupy it. Will you state where that desk was located and name the "talented" individual who had it in charge?

29. Has the Patent Office bought or paid for a carriage of any kind since Mr. Holloway's administration? How many horses have been bought by said office? How many horses are kept by the Patent Office?

30. In what consists the *singularity* of asking an appropriation for putting up model cases in the north wing and for additional improvements in the large hall of the south wing of the Patent Office? Are you not aware that the saloons in the east and west wings of the Patent Office were fitted up by *special* appropriations by Congress?

31. If Mr. Secretary Smith, upon an examination of the claims of Mr. H. S. Davis, was satisfied that a certain sum was justly due to said Davis for fitting up model cases in the saloon of the west wing of the Patent Office and saw fit to ask Congress for an appropriation

to pay the same, in what way do you charge that abuse, if it be one, upon the Commissioner of Patents?

32. Are you aware, Mr. Betts, of the difference between a *special* appropriation by Congress and the money in the treasury to the credit of the patent fund? If so, please state it.

33. If an unexpended balance of a special appropriation remains two years in the treasury, what becomes of it?

34. If an unexpended balance of the patent fund remains in the treasury, what becomes of that?

35. Have you not copies of all the abstracts and vouchers filed by Mr. Holloway in the settlement of his accounts since the 1st of April, 1861, to 31st of December, 1862? If not *all*, during the period indicated above, for what period have you got them?

36. How did you obtain them? Did you bring or cause to be brought the originals from the Treasury? By whom were they copied? Were any of the employés of the Department of Agriculture employed in making such copies; and if so, was such employment with the knowledge and approbation of the head of that Department?

37. Mr. Betts, you say that when Mr. H. introduced his "rigid system" of economy into the Patent Office, there were but "*eleven classes.*" Where did you obtain this information? Are you not aware that the business of the office was always divided into 22 classes?

38. He, (Mr. H.,) you say, afterwards made 15 classes. Where did you get this information? Have you ever seen the pamphlet of "classification" adopted by Mr. H.? Are you aware of the number of classes established by that pamphlet, ranged from A to W, inclusive, that is, 21 classes? Please to state, if you know, in what way an increase of classes increases the expense.

Answers to the first series of questions.

1. I am the sole author of the pamphlet referred to.

2. The charges I believe to be strictly true; and think they have been substantially proven in the course of this investigation. The squandering of the public money; the reduction of the grade of examiners and clerks whilst required to perform the duties of the grade from which they were reduced; the employment of improper women and dissipated clerks, knowing them to be such; the nepotism; the improper payments of salaries not earned; the unprecedented leave of absence granted, and the payment of temporary clerks while absent, and the sending to Europe, as the agent of the Agricultural Bureau, on a liberal salary, a man who had been dismissed from the Agricultural Bureau for cause, were all of my own knowledge.

3. The facts upon which the charges were based were somewhat rapidly developed after Mr. Holloway came into office, and they struck me as making a proper subject of a communication to Congress, not for the sake of giving the information to the public, but to correct a most dangerous and rapidly growing systematic abuse of his office.

4. Whilst preparing his pamphlet I consulted or counselled with no one, but named to several persons, from time to time, that, in my opinion, such a publication was imperatively called for.

5. No, sir.

6. I told a member of Congress and others, that I intended to bring Mr. Holloway's conduct of the business of the Patent Office to the knowledge of senators and representatives.

7. Possibly 1,000.

8. I paid for them out of my own pocket.

9. Yes, sir.

10. I paid the postage on a portion; did not use the frank of any member of Congress, or give any copies to them for distribution, and numbers I handed to individuals who daily called for them.

11. No. I wrote it.

12. The salary paid Mr. Browne is admitted to have been two thousand dollars per annum, the sum allowed for his travelling expenses was one thousand dollars, and, as the recognized agent of the patent office, Mr. Browne has a protested foreign bill of exchange for fifteen hundred dollars, drawn on the Commissioner of Patents, now held for collection by a banker in this city as the property of a London banking house, which has ever accredited the largest accommodation to the agents of the United States.

13. I cannot answer this question.

14. R. O. Dormer, of Indiana, a temporary clerk in the Patent Office, made the declaration quoted in my presence and in the presence of Mr. Upperman, and even used stronger language.

Answers to second series of questions.

1. No.

2. No.

3. I decline to give any names, because my knowledge of any such attempt was obtained under private confidence; the remark of my pamphlet, as to the truth of the statements, I have answered.

4. Because the balance reported January 1, 1861, was $89,554 07. and I thought $10,000 a liberal deduction, if any could have been required, for the extra expense of the office for the first quarter of that year.

5. See letter of Commissioner of Patents, page 2, No. 4, statement of the condition of the patent fund, House Doc. No. 53, 37th Congress, 2d session.

6. I have no new fact to offer on that subject. I have never seen the details of the contingent account for the year 1861, unless they may be shown in House Doc. No. 43, 37th Congress, 3d session, which I have read.

7. This also is already in proof, and as fully before the committee as any explanations I might offer could present it.

8. The Commissioner's Report, dated January 31, 1862, shows, on page 2, No. 2, the total receipts of the office to have been for the year 1861, $137,354 44; No. 3 shows the item for contingent expenses $59,502 36; double which would be $119,004 72, which is

nearly one-half of the income of the office for that year, and I used the word "nearly" in my pamphlet.

9. I mean by the "&c." that a true statement of the condition of the office has not been shown to Congress by the present Commissioner of Patents.

10. I do not know the number of words included in Mr. Gideon's bills; I obtained the number of words in the patents printed from the records of the office. The exact number of drawings I do not know, nor do I know how many patents were printed. I know of no general rule which would give the number of drawings that would accompany the patents issued for any number of months for the year.

12. As understood, I do not know that the number of drawings photographed were diminished by any cause; the act of March 2, 1861, provided that one of the copies of the drawings should be printed on parchment and affixed to the letters patent; I do not know that this was ever done.

13. Yes; but I know it to be an unnecessary expense.

14. Yes.

15. I am not aware.

16. Yes. The Commissioner's letter of January 31, 1862, page 4, enumerates a number of salaries reduced, including five principal examiners. The Blue Book, for 1861, reports those very five principal examiners as being in commission at salaries of $2,500. These examiners the Commissioner only paid, as you have already in proof, at the rate of $1,800 per annum. The same report names other reductions of a similar character.

17. It is already in proof that the person filling the desk received $1,000 when Mr. Holloway's son was appointed to that desk at $1,600. I believe that under the patent law there is but one machinist allowed in the office at a salary of $1,600 per year; as to the remaining details of the question of the law I cannot answer.

18. It is in proof what the duties of the chief messenger are, and it is manifest that by collusion he could procure the payment of bills for articles when he would be the only person who, under the present system, must necessarily know when those bills were correct; this is what I meant by my remarks in the pamphlet on that subject. I have no knowledge of any bills delayed in payment for the want of his indorsement, but I do know that his initials on bills constitutes them a voucher for the disbursing clerk.

19, 20, 21, and 22. In reply to these questions I refer to the testimony already before the committee; of my own knowledge I can add nothing to it.

23. It was rumored in the office when Mr. Dennis first came there that he was examined for a fourth-class clerkship; there was but one of that class at the time in the Patent Office, and that one was then the disbursing clerk. It appears from the record that Mr. Dennis's son received but $30 instead of $50 per month in the agricultural division.

24. I know of no difference in the manner of granting leaves of absence, but the time given has not, by other Commissioners within

my knowledge, ever extended to the same length that Mr. Holloway has granted in more instances than one, nor do I know that any Commissioner of Patents allowed temporary clerks pay when absent.

25. Yes; McCalmont and Mendenhall.

26. Whilst I was sick and confined from the office my son acted as my substitute. I did ask for the retention of my son as a clerk, but was refused by the Commissioner of Patents upon the ground that he could not consent that father and son should hold office in the same bureau. I will add that at one period of my sickness I employed a competent substitute, and the Commissioner dismissed him from the office. I submit herewith an official letter from the office on this subject:

UNITED STATES PATENT OFFICE,
January 22, 1862.

DEAR SIR: The Commissioner desires me to inform you that Mr. Shugert cannot be allowed to do your work any longer, that if you desire to keep the work of your desk up you must get some one else to do it. I will explain fully when I see you.

I am, very respectfully, your obedient servant,
CHARLES E. UPPERMAN.

ROYSTON BETTS, Esq.

27. The Commissioner, $4,500; one son, $1,600; another son, $840; McCalmont, 1,200; Sangston, $1,200; one Burbank, $1,600, one $1,500, and the third Burbank supposed $1,200—making an aggregate of $13,740, and possibly an investigation would develop others.

28. In answer I refer to Mr. Grandin's testimony.

29. I do not know.

30. In answer to this I refer to the second paragraph on the eighth page of my pamphlet; I see nothing further in the question requiring an answer.

31. In answer to this, my pamphlet states that the allowance of this claim was by Mr. Holloway, who suggested to the Secretary that it should be paid.—(See Commissioner's letter in the report of the Secretary of the Treasury.)

32. Yes. One is a special appropriation for a specific purpose; the patent fund is kept as a distinct account in the treasury, under act of July 4, 1836.

33. It is returned of course by a special act of Congress.

34. It continues to stand to the credit of the patent fund without regard to the lapse of time.

35 and 36. Yes; of all relating to the agricultural division series of questions. The originals were brought from the treasury and copied mostly at my own house, without the knowledge of the head of the department of agriculture, and not in office hours.

37. I got the information from letters addressed to members of Congress. I was not aware that the business was always divided into twenty-two classes.

38. I got that information also from letters addressed to members

of Congress. I am not aware of the number of classes established by "that pamphlet." The increase of classes, if I understood it aright, requires an increase of examiners, and, therefore, the more classes the greater the expense.

FRIDAY, *February* 6, 1863.

HUGH MCCORMICK, sworn:

Question. (By the Chairman.) State your age, residence, and occupation.

Answer. My age is sixty-one; occupation, disbursing clerk in the Patent Office; residence, Washington city.

Question. What sums of money have been appropriated for the uses of the Patent Office since the present Commissioner entered upon the discharge of the duty of his office for all purposes?

Answer. I know of none at present, except an appropriation, as well as I recollect, of sixteen hundred dollars for illustrations in the Patent Office report. That was independent of the patent fund, altogether. When Mr. Holloway commenced, on the 1st of April, 1861, as Commissioner of Patents there was a balance of agricultural appropriation on hand for the fiscal year ending the 30th of June following, which he expended, as well as sixty thousand dollars appropriated for the year ending 30th June, 1862.

Question. Give the date when he entered upon the duties of his office.

Answer. He commenced on the 29th March, but he did not take charge of the accounts himself till the 1st of April, 1861.

Question. How much were the unexpended appropriations at that time?

Answer. According to the statement I submitted to the House of Representatives a few days ago, in answer to its resolution, there were seventy thousand dollars and upwards.

Question. What was the fact?

Answer. In the pamphlet it is stated at eighty thousand dollars, making a difference of ten thousand dollars.

Question. What has been the income from the patent fund since he has been in office?

Answer. I can give that by referring to my papers. The receipts of the office since Mr. Holloway's administration up to the 1st of last January were $422,705 65; that is the patent fund. The others were special appropriations, never brought into a statement of the patent fund, which is distinct. The patent fund itself is made up of receipts for applications for copies furnished to individuals, for recording assignments, and occasionally a small sum for the sale of some old furniture. During his time there has been nothing of the latter sort.

Question. What sum does that make the gross receipts from all sources?

Answer. To answer that question I will have to refer to my papers. It will not take long.

Question. I desire to know what amount was on hand to the credit of the agricultural bureau on the 1st of January, 1861.

Answer. I can only answer that in general terms. I think there was about seven or eight thousand dollars unexpended on the 1st of July, 1861; I can give the exact figures.

Question. The 1st of January, 1861?

Answer. No; the 1st of July.

Question. Did not Mr. Holloway write a letter to Congress on the 1st of January, 1862?

Answer. He sent a report of expenditures. I have that report in my room, and can get it if desired.

Question. What was the balance unexpended on the agricultural account on the 1st of January, 1861?

Answer. I could not answer that without referring to my books. The fiscal year governs the agricultural appropriations, and the calendar year is what we have been governed by in the patent fund.

Question. What was the patent fund on the 1st of January, 1861?

Answer. I will reply to that without examining the books. The printed pamphlet handed to me is a statement of the condition of the patent fund. This is a statement I made up, and, of course, it was correct. The only difference between our books and this statement is a discrepancy between the fund, as shown by the Treasury Department and our books. There is money which does not get on our books for some time afterwards, and sometimes it never gets on our books.

Question. What was the discrepancy?

Answer. I cannot tell; probably one thousand or two thousand dollars. This statement was correct at that time, with a little explanation of the real balance in the treasury.

Question. The statement is eighty-nine thousand five hundred and fifty-four dollars and seven cents on the 1st of January, 1861?

Answer. Yes, sir.

Question. How much of that sum has been expended for that purpose, and how has it been expended?

Answer. During Mr. Holloway's administration?

Question. Yes, sir.

Answer. In answer to that question I present the following schedule, which is a detailed statement of the expenditures during that time. (Appendix, marked A A.)

Question. I notice, on page 32 of the statement of the Commissioner to Congress, $17,854 07 for printing; is that the whole expense for printing?

Answer. No, sir; that was the whole amount paid up to that period. The entire sum paid was $34,553 07; $17,854 07 was the amount paid up to the end of that calendar year.

Question. This is the report dated January 31, 1862?

Answer. That was the report for 1861. The Commissioner had actually paid out that sum set down there, but there was a balance due to the printer; that was about one-half of the expenses for printing.

Question. What was the whole cost of printing for that year?

Answer. About $34,000. The printer was paid between $34,000 and $35,000.

Question. When you made this report, on the 31st of January, was it intended to be a true statement for this particular year?

Answer. Yes, sir; a full and exact statement of all disbursements made during that year, whether for work during that year or the preceding year; it does not pretend to be all that was due.

Question. (By Mr. Rice, of Maine.) Does this show the amount of indebtedness or the amount of expenditures actually paid out?

Answer. The amount of the expenditures actually paid out during the year 1861.

Question. (By the Chairman.) State if this letter did not purport to contain a true statement of the condition of the office at that time, and whether, in fact, it does not contain a statement of the amount then due from the Patent Office?

Answer. This was the usual letter accompanying the report of the office. It went in with the report of the office. It consisted, as required by law, of an alphabetical list of the patents granted during the year, and of the patents expired. It was made up in accordance with the universal practice of the office previous to this report of the operations of 1861.

Question. You say that this report is a true statement of the condition of the office. Now, does it show the indebtedness of the office at that time?

Answer. It does not.

Question. Then there was nothing in the report to show those to whom it was made the exact condition of the office, because it did not show the indebtedness of the office?

Answer. That far it did not.

Question. You say that the indebtedness was somewhere about $17,000 for printing at that time?

Answer. Yes, sir, for work actually paid out up to that period was in a different statement. It includes, probably, some money really spent in 1860, and paid in 1861.

Question. (By Mr. Rice, of Maine.) Then the statement of the patent fund did not really show the condition of the office?

Answer. It was never intended that the office, in this report, should state anything more than what were the actual receipts and disbursements for the year. The law required a detailed statement, and this has been thought enough for that purpose. In fact, the patent fund is a special and standing appropriation for the Patent Office; and, strictly, there would be no necessity for dividing this, as we do; but for convenience the fund was divided.

Question. (By the Chairman.) Here is a charge of $59,502 36 for contingent expenses, and I want you to give the items which make up that amount.

Answer. In answer to that question I present the following detailed statement. (Appendix B.)

Question. How many patents were issued between the 2d of March, 1861, and the 1st of November, 1861?

Answer. I can only ascertain that by an examination of the books. I will furnish the statement hereafter. (Appendix C.)

Question. Do you know the number of words that the said issues contain?

Answer. I can furnish duplicate vouchers, which show the exact number, by Mr. Upperman. (Appendix D.)

Question. Was this printing done by contract?

Answer. Yes, sir.

Question. Was the contract in writing?

Answer. Yes, sir.

Question. Is it within your control?

Answer. Yes, sir. (Appendix E.)

Question. Who executed the drawings?

Answer. Mr. Peters, of Philadelphia. They were executed between the contractor and him; the office had nothing to do with him. They were executed, I believe, by the photographic art. Ten copies were printed for fifty cents each. An arrangement was afterwards made for the printing of twenty copies. Mr. Gideon's bills will show the whole thing.

Question. Was there any person employed at an annual salary for the purpose of executing those drawings?

Answer. No, sir; not that I know of. Mr. Gideon was the only man we knew in regard to it. There were some temporary clerks making copy for the printers to print from. They were always recorded in the ordinary way.

Question. Were temporary clerks employed on the drawings?

Answer. Not that I know of. Drawings ordinarily accompany every patent that is issued. Patents for processes do not admit of drawings. Drawings are required whenever they can be furnished.

Question. I notice an item for temporary clerks of $43,791 31, give the items?

Answer. I will furnish them. (Appendix F.)

Question. How does the year comprised in this report compare with the business of former years—is it greater or less?

Answer. The total receipts were $137,344 44 during the year 1861.

Question. How does that compare with former years?

Answer. It is a good deal less. I will furnish a statement, showing in detail how it compares with former years. (Appendix G.)

Question. Was it necessary to employ so many temporary clerks that their salaries should amount to $43,791 31?

Answer. That can only be answered in a general way. Before the business of the office was known to have fallen off to such an extent, nearly two quarters had passed. As to the necessity for retaining clerks, that is a thing I could only express an opinion about, which would not be evidence. The necessity was for Mr. Holloway to judge of.

Question. Did the printing under the contract save the engrossing of any copies?

Answer. So far from saving, I think it increased the labor of examination. It saved no copying, but added to the expense. We had to examine the copy sent to the printer, and then we had to make a careful examination of the proof sheets.

Question by Mr. Holloway. Why was this expense equal to that of previous years?

Answer. It would not do to let original papers go into the hands of the printer. Amendments were inserted in such way, and stricken out again, and re-inserted, that it was found more desirable for the printer to copy the patent as granted.

Question by Mr. Betts. Who made the copies?

Answer. I don't know the individuals. Mr. Upperman has charge of that department. I know the fact that copies were made.

Question. You stated that it would not do to send letters patent—original patents—to the printer; are you not aware that every specification copied was sent out of the office throughout the city?

Answer. I know that specifications have been allowed to go out into the hands of ladies to be copied.

Question. Letters patent, then, have been allowed to go out of the office?

Answer. I do not positively know the fact; but I believe they do allow them to be taken out.

Question. Was it not the record copy, and could not that record copy have been sent to the printer?

Answer. It could have been.

Question. (By the Chairman.) How was this printing paid?

Answer. We usually paid the bills when they were presented. We were not always in funds to pay them, however. There was no delay further than the time necessary to draw requisitions.

Question. What portion of the printing bill was paid out of the $50,855 49 appropriated by Congress, July 18, 1862?

Answer. We kept no distinct account of that. It went into the patent fund, and was used like all the money there.

Question. Please furnish to the committee the estimates sent to Congress on which that appropriation was based?

Answer. I will. (Appendix H.)

Question. Was not there a deficiency of appropriation in July, 1862; or a deficiency of funds in the office for the payment of salaries? Do not the estimates show a deficiency of $15,000.

Answer. They show the items upon which the $50,000 appropriation was made. One of the items was for the payment of salaries which have been withheld from a number of clerks. Mr. Holloway found it expedient to make some change. It brought examiners from $2,500 down to $1,800; that is, the examiners were appointed "assistant examiners," at a salary of $1,800 per annum. You will see that in the report of the Commissioner of Patents. It was proposed at that time to refund. The temporary clerks were brought down from ten to eight cents per hundred words. I think, from the best of my re-

collection, the fifteen thousand dollars asked for were to refund that amount. After the appropriation was made, Mr. Holloway doubted as to his right to refund the money without the express sanction of Congress, which he asked.

Question. What was eventually done?

Answer. The salaries have not been refunded, except in two instances where he thought he erred in bringing them down.

Question. What were those instances?

Answer. The librarian and disbursing clerk.

Question. Then the others have been withheld because he did not think he was warranted in law in paying them?

Answer. Yes, sir.

Question. (By Mr. Webster.) Why were not the librarian and disbursing clerk included with the others?

Answer. He did not displace the librarian, and the law strictly entitled him to $1,800 a year, and the same was the case in regard to the disbursing clerk. I differed with him; I thought my case was like the rest. Then he did not give me notice, and I presume that was the ground on which I received my full pay.

Question. What has become of the fifteen thousand dollars?

Answer. It still remains a part of the patent fund.

Question. (By Mr. Betts.) Did anybody inform you that your salary was reduced?

Answer. Mr. Holloway gave me notice.

Question. (By Mr. Rice, of Maine.) Then how did your case differ from the others.

Answer. He intended to reduce mine, but he failed to change my position.

Question. How long have you been in your present position?

Answer. Since April, 1851. I entered the office as disbursing clerk, and have since remained there in the same position.

Question. (By the Chairman.) Is it possible, as the reports are now submitted to Congress from the Patent Office, to know the indebtedness of the office at the time they were submitted?

Answer. It is not possible; but fuller information might be obtained by special resolution. The report only shows the amount that has been disbursed at the end of the year, but it does not show all the indebtedness of the office at that time.

SATURDAY, *February* 7, 1863.

HUGH MCCOMICK, (examination continued.)

Question. (By the Chairman.) What were the outstanding liabilities of the Patent Office on the first of April, 1861, at the time when Mr. Holloway entered upon the duties of the office.

Answer. That would take some time to ascertain. I think I could approximate the amount by looking on my books. I will furnish an answer to the question. (Appendix I.)

Question. What were the outstanding liabilities of the office on the 31st of December, 1862?

Answer. I do not suppose that it exceeded $2,000, if it amounted to that much. It is for books, stationery, &c. I think it will fall short of $2,000.

Question. How many regular clerks were employed in the office at the time Mr. Holloway entered on the discharge of his duties as Commissioner?

Answer. I have a paper in the other room that would answer the question. It would show the number on the 4th of March prior to Mr. Holloway's coming into office.

Question. Has the number of permanent clerks been diminished? Have they averaged more or less since then?

I could only ascertain that by an examination of my books.

Question. Please furnish the committee with the number of permanent clerks that have been employed in the office that have been employed at the end of each quarter for the past five years.

Answer. I will. (Appendix L.)

Question. When money is appropriated on estimates, is it always applied for the purpose for which it was estimated?

Answer. To answer that it will be necessary to make a few preliminary remarks. Whenever money is appropriated on an estimate it has nothing to do with the patent fund; consequently, it is always accounted for under that appropriation, and a distinct and separate account is opened for it.

Question. Now answer the question categorically, yes or no.

Answer. It is, and for that purpose only; $50,000 was asked to reimburse the patent fund. Special appropriations I kept in special accounts, and accounted for each one by itself.

Question. I think I asked yesterday, in substance, when Mr. Gideon's bill for printing was paid?

Answer. It was paid at different periods; usually, as the bills were presented they were paid, and they will show the dates of payment.

Question. Is there any other contract for printing than the one exhibited yesterday?

Answer. None that I know of.

Question. Was notice advertised of that contract before it was given out?

Answer. I think not. The patent law never required any such notice to be given. I will make one remark in connexion with that contract. It embraced the ten copies authorized by law expressly. I think there was an understanding, probably, between the Commissioner and Mr. Gideon for the printing of the additional twenty copies at a reduced rate—thirty-five cents for the drawings instead of fifty cents. It made the twenty copies cost nearly the same as the ten did. *Half price* was charged only for the printing of the additional copies. (Since answering the above, on examination I find it to be one cent per printed page.)

Question. Then that would be half price for the printing, and seven-tenths for the drawings.

Answer. Yes, sir; there were some expenses for stitching drawings, and for other like matters, which the bills will show.

Question. Did you make any examination in reference to the temporary clerks?

Answer. I did. The expenses of temporary clerks averaged, for the five years preceding 1861, $43,479 88. The average expense during Mr. Holloway's time, exclusive of the first quarter of 1861, was $43,125 72, being $354 16 less than the average for the preceding five years. That, I believe, answers the question.

Question. Are the clerks sometimes paid when they are not in the office?

Answer. It is customary, when absent on leave, for them to provide to leave their work done. In most cases they provide some one to keep their work up. It is always customary to allow permanent clerks to draw salary when on leave of absence; with temporary clerks it is different. The practice has been changed since Mr. Holloway's time in reference to temporary clerks. He allows them to draw their pay when they have been absent for a reasonable length of time. It is a departure from the practice formerly, but it was in the discretion of the Commissioner.

Question. Were clerks sometimes absent for months, and allowed to draw their salary?

Answer. They are frequently allowed a month's leave of absence—a month or less. There have been exceptions. There is an exception in the case of one gentleman, who was absent for several months, at the request of several members of Congress, and with the sanction of the Secretary of the Interior.

Question. Was it the practice formerly for the clerks to make up the records of patents in the office?

Answer. Yes, sir; and I think that the records are still made in the office. The patent, on parchment, is probably made outside. I cannot speak positively, but my impression is that the records still continue to be made in the office. It does not come under my observation particularly. Most of the patents are done out of the office. I can only speak from belief.

Question. Is the government charged the same price that is paid to the clerks who do piece work?

Answer. Formerly the government was charged precisely what was paid; but since Mr. Holloway made a change, about a year ago, eight cents is paid and ten cents charged; the remaining two cents go for stationery, office furniture, &c.

Question. To what fund is the stationery charged?

Answer. We charge it under the head of contingent expenses.

Question. This difference between eight and ten cents you charge to the people and not to the government?

Answer. Yes, sir. A man who orders a copy of one hundred words is charged ten cents, while the clerk who makes the copy is paid eight cents. The money that is received goes into the patent fund, and it is paid out from that fund.

Question. Who has charge of the mails in this establishment?

Answer. One of the messengers goes to the post office; he has the mail put into a bag which is locked. At the post office they have a key, and the chief clerk of this office has a key also. When the mail comes, he opens the bag, puts the mail out on his table, and distributes it after it is entered on a book kept for that purpose.

Question. Who is the chief messenger?

Answer. John Marshall Holloway, the Commissioner's son. Dennis Gallaher is the messenger who goes for and brings the mail.

Question. Is it the business of the messenger to receive and send out the mail matter?

Answer. Always, since I have been connected with the office.

Question. Has money been lost in the mails coming from or going to the office?

Answer. I have no doubt there has been; I do not know, personally, but letters are continually coming in that certificates of deposits of money which have been mailed have failed to reach the office. In some instances they would send an original certificate, which would miscarry or be lost, and would not reach the office and get on the books.

Question. Is that frequently the case?

Answer. It has been quite frequently that money has been lost in the mails.

Question. Can you approximate to the amount lost?

Answer. I have no means of ascertaining it. Money is lost sometimes in the shape of certificates; it is sometimes lost in *triplicate*, which is not within my sphere of duty, and consequently I cannot approximate to the sum that has been lost. It can be ascertained by reference to the books.

Question. Can you ascertain?

Answer. It is not my province.

Question. You have no list of moneys sent from the office which have been lost?

Answer. I have a perfect list. No money is sent from the office, except in small sums, that I don't send myself.

Question. Have you any information of how much has been lost?

Answer. All that I know of, since Mr. Holloway's time, were three or four letters: one had not exceeding $20 in it; one had $14 50; and the other. I think, about five dollars. Those have been lost; but I traced the loss to the post office, to my own satisfaction. Of course we took the ground that the office was not responsible, that the individual must lose. We never sent money without a special order to that effect and at the risk of the individual.

Question. You will state what knowledge you have on the subject, and what investigations you have made of money going through the office.

Answer. When we were first informed of it, there was a letter returned from one of the parties, stating that instead of getting an enclosure he got a letter containing a pamphlet of the rules for persons doing business with the office. That was in an envelope different from those I use in enclosing money. I always use a cloth-lined en-

velope for letters containing money. That appeared to have the frank of the chief clerk on it. We immediately instituted an investigation into the matter. Mr. Clephane and his register clerk, Mr. Edson, came over. Mr. Hay sent for me, and I went into his room; we had a talk about it. Eventually Mr. Clephane came to my room. I don't recollect the precise conversation. I was satisfied that the money was lost in the post office. Mr. Clephane admitted that those letters were laid on the register clerk's desk, and remained there until the mail left. It was found that he had neglected to put a number on them, and take out a registered receipt having a corresponding number. The practice was to leave the letters and get the receipts the next day. At all events I became satisfied that the fraud was in the post office.

Question. Let me recur to the practice of sending letters patent to be copied out of the office: are they not sometimes mislaid and the office put to inconvenience?

Answer. I have known but one instance of that kind myself; in that case the record was left in the office, but the original papers were lost. That was early in 1861, in the confusion of the times.

Question. You don't know whether the record has been made out of the office?

Answer. I do not.

Question. Are letters patent sometimes mislaid, and the office put to inconvenience?

Answer. It often happens in the office itself that papers are mislaid for a day or two.

Question. Who puts up your mail here?

Answer. It is the chief clerk's duty to receive the mail, as I have already stated. Letters going from the office are put into bags, or taken by the messenger from the different rooms, where they are, or ought to be, sealed. He carries them to the Commissioner or chief clerk to be franked. This same messenger, Mr. Gallaher, then carries them over to the post office. Money letters are sent over specially.

Question. Who takes them?

Answer. Young Mr. Holloway sends them by special messenger, or takes them himself. Since the loss I think he has done that himself.

Question. Does the chief messenger keep a record of the letters?

Answer. He keeps a record of letters containing money which go from the office. There is what we call the mail book, kept by Mr. Moore, in which letters received are entered, and the contents noted.

Question. Who is Mr. Moore?

Answer. An assistant of the chief clerk. That book contains an entry of all money letters, of the names of the parties, &c.

Question. Has that been the practice ever since Mr. Holloway has been in the office?

Answer. Yes, sir, and for some time before.

Question. Are money letters sent open to Mr. Holloway?

Answer. They are. As I stated before, nearly all the letters containing money of any considerable amount are sent from my desk. I make a note of the address of the letter, and of the amount put into it. I also note the dates of the letters. The dates of the letters that were lost are as follows: The first was on the 6th of August, and the others were dated on the 8th of August, 1862. One contained $20, another $5, and the other $14 50. The letter containing $20 was directed to Oliver Davidson, 167 Broadway, New York. The one containing $5 was directed to Silliman & Dana, New Haven, Connecticut. The third was directed to Irving & Willey, New York, and contained $14 50.

APPENDIX—A A.

Statement of expenditures in the United States Patent Office from April 1, 1861, *to January* 1, 1863.

Amount paid for salaries—		
Quarter ending June 30, 1861	$28, 587 64	
Do ....September 30, 1861	21, 791 85	
Do ....December 31, 1861	17, 034 45	
Do ....March 31, 1862	17, 588 00	
Do ....June 30, 1862	17, 960 00	
Do ....September 30, 1862	20, 461 63	
Do ....December 31, 1862	21, 395 30	
Total sum paid for salaries of permanent clerks, &c., for 21 months, from April 1, 1861, to January 1, 1863		$144, 818 87
Amount paid to temporary clerks—		
Quarter ending June 30, 1861	$12, 621 81	
Do ....September 30, 1861	9, 645 44	
Do ....December 31, 1861	8, 740 29	
Do ....March 31, 1862	10, 163 87	
Do ....June 30, 1862	10, 311 79	
Do ....September, 30, 1862	11, 620 07	
Do ....December 31, 1862	12, 366 75	
Total sum paid to temporary clerks for 21 months, from April 1, 1861, to January 1, 1863		75, 470 02
Amount paid for contingent expenses—		
Quarter ending June 30, 1861	$12, 005 47	
Do ....September 30, 1861	16, 183 96	
Do ....December 31, 1861	18, 018 11	
Do ....March 31, 1862	10, 311 96	
Do ....June 30, 1862	15, 224 69	
Do ....September 30, 1862	18, 277 03	
Do ....December 31, 1862	11, 244 30	
Total sum paid for contingent expenses for 21 months, from April 1, 1861, to January 1, 1863		101, 265 52

Amount refunded on withdrawals of applications for patents—		
Quarter ending June 30, 1861	$8,713 33	
Do ....September 30, 1861	3,693 33	
Do ....December 31, 1861	1,840 00	
Do ....March 31, 1862	1,680 00	
Do ....June 30, 1862	1,480 00	
Do ....September 30, 1862	1,240 00	
Do ....December 31, 1862	740 00	
Total sum refunded on withdrawals for 21 months, from April 1, 1861, to January 1, 1863		19,386 66
Amount refunded as paid by mistake—		
Quarter ending June 30, 1861	$286 00	
Do ....September, 30, 1861	715 00	
Do ....December 31, 1861	265 00	
Do ....March 31, 1862	235 00	
Do ....June 30, 1862	170 00	
Do ....September 30, 1862	125 00	
Do ....December 31, 1862	40 00	
Total sum refunded as paid by mistake for 21 months, from April 1, 1861, to January 1, 1863		1,836 00
Amount paid to judges in appeals—		
Quarter ending June 30, 1861	$225 00	
Do ....September 30, 1861	75 00	
Do ....December 31, 1861	0 00	
Do ....March 31, 1862	0 00	
Do ....June 30, 1862	0 00	
Do ....September 30, 1862	125 00	
Do ....December 31, 1862	50 00	
Total sum paid to judges in appeals for 21 months, from April 1, 1861, to January 1, 1863		475 00
Total disbursements		343,252 07
Aggregate receipts for 21 months, from April 1, 1861, to January 1, 1863	$311,473 85	
Balance on hand April 1, 1861	70,139 37	
		$381,613 22
Amount of entire disbursements during same period		343,252 07
Leaving a balance on hand, January 1, 1863, of		38,361 15

APPENDIX—B.

Statement of money paid by S. T. Shugert, acting Commissioner of Patents, for contingent expenses during the quarter ending the 31st day of March, 1861.

Date of payment.	No.	Name.	Nature of payment.	Amount.
1861.				
January 2	1	Adams & Co	Freight	$1 00
3	2	W. Godey	Ice	66 25
5	3	A. Buckley	Furniture, &c	1,625 66
5	4	Irving & Willey	Expenses of agency	235 75
5	5	George R. Adams	Lining files	244 71
5	6	City Post Office	Postage	30 62
8	7	Adams & Co	Freight	1 25
8	8	The Pennsylvanian	Advertising	12 00
11	9	Adams & Co	Freight	2 75
11	10	Gas Company	Gas	120 40
11	11	Wm. M. Browne	Advertising in Constitution	8 00
12	12	Comstock & Cassiday	Advertising	8 00
12	13	J. L. N. Bowen	Moving ashes	6 00
14	14	Wm. M. Browne	Advertising in Constitution	32 96
15	15	George Boland	Cleaning away snow	4 00
15	16	John Collum	Printing heads of patents	40 00
16	17	C. Linsley	Expenses of agency	2 00
16	18	Wm. H. Nalley	Binding, &c	360 50
17	19	F. L Harvey	Candles	20 80
17	20	G. M. Wright	Cushions	6 50
18	21	C. Bohn	Directory	35
19	22	Van Ervie, Horton & Co	Advertising	8 00
19	23	H. Cassidy	Services, &c	60 50
19	24	Adams & Co	Freight	1 63
19	25	J. P. Bartholow	Tripoli	5 00
21	26	Adams & Co	Freight	75
21	27	Balliere Brothers	Books	348 27
22	28	Chicago Daily Times	Advertising	40 00
22	29	Taylor & Maury	Envelopes, &c	230 25
22	30	A. H. Ansley	Coal	10 00
23	31	Adams & Co	Freight	2 00
24	32	D. Appleton & Co	Book	4 50
25	33	Wm. H. Nalley	Binding, &c	104 77
25	34	Adams & Co	Freight	50
25	35	H. Brooks	Sawdust	1 50
28	36	E. Moran	Mending chair	62
28	37	G. Boland	Cleaning away snow	7 00
29	38	Adams & Co	Freight	75
29	39	H. Brooks	Sawdust	1 50
30	40	Saxton & Barker	Subscription to Horticulturist, for 1861	5 00
30	41	Daily Constitution	Subscription	3 50
31	42	Adams & Co	Freight	4 00
31	43	M. Bowen	Washing, &c	20 50
31	44	R. Galaher	Services	62 50
31	45	J. Reynols	Services in model room	40 00
31	46	A. V. Garcia	do do	40 00
31	47	J. D. Morrison	Labor	40 50
31	48	W. M. Hurdle	do	40 50
31	49	N. E. Ladde	do	37 50
31	50	T. H. Willey	do	37 50

B.—*Statement of money paid, &c.*—Continued.

Date of payment.		No.	Name.	Nature of payment.	Amount.
1861.					
Jan.	31	51	Thomas C. Smith	Services	$50 00
	31	52	Wm. H. Bates	do	50 00
	31	53	John T. Ball	Services as page	30 00
	31	54	C. B. Stewart	do do	30 00
	31	55	George H. Clarke	do do	30 00
	31	56	McGinnis Sands	do do	30 00
	31	57	J. B. Trenholm	do do	30 00
	31	58	H. N. Steele	Watchman	50 00
	31	59	J. H. Ballman	do	50 00
	31	60	M. Gassaway	do	50 00
	31	61	J. Beers	do	50 00
	31	62	Thomas W. Belt	do	50 00
	31	63	G. W. Graves	do	50 00
	31	64	John Darby	do	50 00
	31	65	George B. Hamilton	do	32 25
	31	66	Wm. S. Yeatman	Services in model room	83 00
	31	67	C. Jacobs	do do	83 00
	31	68	C. H Slicer	do do	83 00
	31	69	John C. Wood	do do	62 50
	31	70	J. M. Kavanaugh	do do	50 00
	31	71	C. Hadaway	do do	50 00
	31	72	John Ryan	do do	50 00
	31	73	B Drew	do do	50 00
	31	74	H. McDonnell	do do	50 00
	31	75	G C. Ashton	do do	50 00
	31	76	Wm S. Gainor	do do	50 00
	31	77	P. Harbaugh	do do	50 00
	31	78	P. Boland	do do	50 00
	31	79	D. S Gallagher	Services	50 00
	31	80	D. W. Jarboe	do	50 00
	31	81	George A Knott	do	50 00
	31	82	B. Frazer	do	50 00
	31	83	H. Cassidy	do	50 00
	31	84	M. Murphy	do	50 00
	31	85	A. Bowen	do	50 00
	31	86	R. Brooks	do	50 00
	31	87	O Clark	do	50 00
	31	88	H. Coleman	do	50 00
Feb.	1	89	A. E. & F. L. Burr	Advertising	4 00
	2	90	Wm. M. Ellis & Bro	Truck wheel, &c	1 48
	2	91	Adams & Co	Freight	75
	2	92	B. Westerman & Co	Books	106 39
	2	93	Philp & Solomons	do	15 75
	4	94	Adams & Co	Freight	1 75
	4	95	Warden & Stewart	Coal	140 00
	4	96	G. Boland	Cleaning away snow	2 00
	7	97	H. T. Parker	Services	4 84
	7	98	H. Lewis	Freight	5 82
	7	99	Blank		
	9	100	Wm H Harrover	Repairing stoves, &c	95 64
	9	101	Beales, Green & Co	Advertising	12 00
	9	102	B F Strother	Freight	98 75
	13	103	N. Callan	Rent of lot	37 50
	14	104	J R Elvans	Twine, &c	40 74
	19	105	P. Brannan	Hauling ashes	17 75
	19	106	Adams & Co	Freight	1 00
	19	107	Wm. H. Nal ey	Binding, &c	350 50

B.—*Statement of money paid, &c.*—Continued.

Date of payment.		No.	Name.	Nature of payment.	Amount.
1861.					
Feb.	20	108	Adams & Co	Freight	$0 75
	20	109	B. H. Richardson & Co	Advertising	16 00
	21	110	Van Ervie, Horton & Co	do	4 00
	23	111	Adams & Co	Freight	1 00
	26	112	W. Cartwright	Charcoal	16 20
	28	113	Z. D. Gilman	Sundries	102 74
	28	114	J. L. N. Bowen	Services	1 87
	28	115	M. Bowen	Washing, &c	16 25
	28	116	N. E. Ladde	Labor	34 50
	28	117	T. H. Willey	do	34 50
	28	118	J. D. Morrison	do	36 00
	28	119	H. M. Hurdle	do	24 00
	28	120	R. Galaher	Services	62 50
	28	121	Thomas C. Smith	do	50 00
	28	122	Wm. H. Bates	do	50 00
	28	123	J. Reynolds	Services in model room	40 00
	28	124	A. V. Garcia	do do	40 00
	28	125	John T. Ball	Services as page	30 00
	28	126	C. B. Stewart	do do	30 00
	28	127	George H. Clarke	do do	30 00
	28	128	McGinnis Sands	do do	30 00
	28	129	J. B. Trenholm	do do	30 00
	28	130	H. N. Steele	Watchman	50 00
	28	131	J. Beers	do	50 00
	28	132	M. Gassaway	do	50 00
	28	133	J. H. Ballman	do	50 00
	28	134	G. W. Graves	do	50 00
	28	135	Thomas W. Belt	do	50 00
	28	136	John Darby	do	50 00
	28	137	H. M. Hurdle	do	17 85
	28	138	C. H. Slicer	Services in model room	83 00
	28	139	C. Jacobs	do do	83 00
	28	140	Wm. S. Yeatman	do do	83 00
	28	141	J. C. Wood	do do	62 50
	28	142	J. M. Kavanaugh	do do	50 00
	28	143	C. Hadaway	do do	50 00
	28	144	G. C. Ashton	do do	50 00
	28	145	John Ryan	do do	50 00
	28	146	P. Harbaugh	do do	50 00
	28	147	W. S. Gainor	do do	50 00
	28	148	H. McDonnell	do do	50 00
	28	149	B. Drew	do do	50 00
	28	150	P. Boland	do do	37 50
	28	151	J. M. Eberman	do do	50 00
	28	152	D. S. Gallagher	Services	50 00
	28	153	D. W. Jarboe	do	50 00
	28	154	B. Frazer	do	50 00
	28	155	George A. Knott	do	50 00
	28	156	M. Murphy	do	50 00
	28	157	A. Bowen	do	50 00
	28	158	R. Brooks	do	50 00
	28	159	O. Clarke	do	50 00
	28	160	Henry Cassidy	do	50 00
March	5	161	Taylor & Maury	Envelopes, &c	88 75
	7	162	Wm. H. Nalley	Binding	62 13
	7	163	H. Lewis	Freight	6 40
	11	164	F. Taylor	Books	35 80

B.—*Statement of money paid, &c.*—Continued.

Date of payment.		No.	Name.	Nature of payment.	Amount.
1861.					
Mar.	13	165	Adams & Co	Freight	$3 50
	13	166	John C. Rives	Printing	42 10
	13	167	do	Subscription to Daily Globe	3 00
	15	168	Adams & Co	Freight	1 00
	16	169	Timothy O'Neill	Removing ashes	10 00
	16	170	George Knapp & Co	Advertising	4 00
	16	171	Gales & Seaton	do	36 00
	18	172	Hooe, Bro. & Co	Matting, &c	795 67
	19	173	Adams & Co	Freight	1 63
	19	174	Wm. H. Nalley	Binding	136 87
	22	175	Chicago Tribune Comp'y	Advertising	4 00
	25	176	E. R. Jewett	do	2 40
	25	177	Hooe, Bro. & Co	Matting, &c	123 00
	25	178	Pettibone & Boteler	Binding	19 00
	26	179	C. G. Eastman's estate	Advertising	3 00
	26	180	H. Brooks	Sawdust	1 50
	28	181	Henry Stevens	British patents	195 80
	28	182	Wm. T. Dove	Plumbing, &c	54 57
	30	183	W. Godey	Ice	89 37
	30	184	Blank		
	30	185	Wm. H. Nalley	Binding	18 00
	30	186	Z. D. Gilman	Sundries	51 37
	30	187	M. Bowen	Washing, &c	18 85
	30	188	George R. Adams	Use of horse	150 00
	30	189	J. D. Morrison	Labor	39 00
	30	190	T. H. Willey	do	37 50
	30	191	N. E. Ladde	do	37 50
	30	192	John T. Ball	Services as page	30 00
	30	193	Charles B. Stewart	do do	30 00
	30	194	M. Sands	do do	30 00
	30	195	George H. Clarke	do do	30 00
	30	196	J. B. Trenholm	do do	30 00
	30	197	A V. Garcia	Services in model room	40 00
	30	198	J. Reynolds	do do	40 00
	30	199	Thomas C. Smith	Services	50 00
	30	200	R. Galaher	do	62 50
	30	201	Wm. H. Bates	do	50 00
	30	202	Wm. S. Yeatman	Services in model room	84 00
	30	203	C. Jacobs	do do	84 00
	30	204	C. H. Slicer	do do	84 00
	30	205	John C. Wood	do do	62 50
	30	206	J. M. Kavanaugh	do do	50 00
	30	207	John Ryan	do do	50 00
	30	208	C. Hadaway	do do	50 00
	30	209	B. Drew	do do	50 00
	30	210	P. Harbaugh	do do	50 00
	30	211	G. C. Ashton	do do	50 00
	30	212	W. S. Gainor	do do	50 00
	30	213	H. McDonnell	do do	50 00
	30	214	P. Boland	do do	50 00
	30	215	John Eberman	do do	50 00
	30	216	H. N. Steele	Watchman	50 00
	30	217	J. Beers	do	50 00
	30	218	M. Gassaway	do	50 00
	30	219	G. W. Graves	do	50 00
	30	220	T. W. Belt	do	50 00
	30	221	John Darby	do	50 00

B.—*Statement of money paid, &c.*—Continued.

Date of payment.		No.	Name.	Nature of payment.	Amount.
1861.					
Mar.	30	222	H. M. Hurdle	Watchman	$50 00
	30	223	J. H. Ballman	do	45 16
	30	224	J. C. Williams	do	4 84
	30	225	George A. Knott	Services	50 00
	30	226	D. W. Jarboe	do	50 00
	30	227	B. Frazer	do	50 00
	30	228	D. S. Gallagher	do	50 00
	30	229	H. Cassidy	do	50 00
	30	230	M. Murphy	do	50 00
	30	231	A. Bowen	do	50 00
	30	232	O. Clarke	do	50 00
	30	233	R. Brooks	do	50 00
	30	234	H. Coleman	do	50 00
			Total		13,294 82

Statement of money paid by D. P. Holloway, Commissioner of Patents, for contingent expenses, from April 1, 1861, *to December* 31, 1862.

QUARTER ENDING JUNE 30, 1861.

Date of payment.		No.	Name.	Nature of payment.	Amount.
1861.					
April	1	1	Blanchard & Mohun	Stationery	$980 39
	1	2	Railroad Company	Freight	2 44
	1	3	Adams & Co.	do	50
	2	4	do	do	75
	3	5	W. H. Harrover	Zinc, &c	66 99
	5	6	City Post Office	Postage	26 14
	8	7	H. N. Steele	Watchman	8 24
	8	8	A. S. Willington & Co.	Subscription to Courier	13 89
	8	9	Gas Company	Gas	329 49
	8	10	Adams & Co.	Freight	75
	8	11	Irving & Willey	Expenses of agency	176 00
	10	12	Adams & Co.	Freight	4 00
	11	12½	A. Falconer	Carpenters' work	110 50
	11	13	Adams & Co.	Freight	2 50
	12	14	Harney, Hughes & Co.	Subscription to Democrat	8 15
	13	15	A. V. Garcia	Services in model room	17 33
	15	16	John M. Eberman	do do	25 00
	15	17	Irving & Willey	Expenses of agency	25 00
	15	18	Patrick Boland	Services in model room	25 00
	16	19	J. H. Brimner	Subscription to Pennsylvanian	4 00
	18	20	G. W. Frazier	Removing ashes	2 00
	19	21	Warder & Stewart	Coal, &c	196 62
	19	22	Isaac Beers	Services as watchman	28 02
	19	23	W. H. & O. H. Morrison	Books	16 50

B.—*Statement of money paid, &c.*—Continued.

Date of payment.		No.	Name.	Nature of payment.	Amount.
1861.					
April	19	24	J. F. Reigart	Portrait of Fulton	$55 00
	20	25	John O'Neill	Removing ashes	4 00
	20	26	P. McMannis	Cutting wood	7 50
	20	27	Bontz & Griffith	Chairs	37 00
	22	28	John Cullum	Printing heads of patents	40 00
	22	29	M. G. Sands	Services as page	22 00
	22	30	G. H. Varnell	Painting, &c	75 00
	22	31	G. C. Ashton	Services in model room	36 66
	23	32	T. W. Murphy	Shoeing horses	11 88
	26	33	Franklin & Rothrock	Paper hanging	30 62
	29	34	Richardson & Co	Subscription to Hist'l Magazine	2 00
	29	35	John Flaherty	Plastering, &c	22 50
May	1	36	Wm. Oliver	Freight	3 16
	1	37	H. Brooks	Sawdust	3 00
	4	38	T. Pursell & Son	Goblets, &c	9 50
	4	39	M. Bowen	Washing, &c	11 00
	4	40	Z. D. Gilman	Sundries	44 75
	4	41	P. A. Brink	Services in model room	21 33
	4	42	Thomas C. Smith	Services	50 00
	4	43	Wm. H. Bates	do	50 00
	4	44	R. Galaher	do	62 50
	4	45	C. B. Stewart	Services as page	30 00
	4	46	J. B. Trenholm	do do	30 00
	4	47	G. H. Clarke	do do	30 00
	4	48	J. T. Ball	do do	25 00
	4	49	R. W. Goggin	Services in model room	90 00
	4	50	C. H. Slicer	do do	83 00
	4	51	Wm. S. Yeatman	do do	83 00
	4	52	C. Jacobs	do do	83 00
	4	53	J. C. Wood	do do	62 50
	4	54	John Ryan	do do	50 00
	4	55	J. M. Kavanaugh	do do	50 00
	4	56	C. Hadaway	do do	50 00
	4	57	P. Harbaugh	do do	50 00
	4	58	H McDonnell	do do	50 00
	4	59	W. S. Gainor	do do	50 00
	4	60	Wm. McNeir	do do	10 00
	4	61	M. Gassaway	Watchman	50 00
	4	62	G. W. Graves	do	50 00
	4	63	Thomas W. Belt	do	50 00
	4	64	John Darby	do	50 00
	4	65	B Drew	Services in model room	50 00
	4	66	J. C. Williams	Watchman	50 00
	4	67	H. M. Hurdle	do	50 00
	4	68	J. Campbell	do	25 00
	4	69	George McCarty	do	25 00
	4	70	D. R. Clendenin	do	21 66
	4	71	D. S. Gallagher	Services	50 00
	4	72	D. W. Jarboe	do	50 00
	4	73	G. A. Knott	do	50 00
	4	74	H. Cassidy	do	50 00
	4	75	B. Frazer	do	50 00
	4	76	M. Murphy	do	50 00
	4	77	A. Bowen	do	50 00
	4	78	R. Brooks	do	50 00
	4	79	O. Clarke	do	50 00
	4	80	S. E. Day	Services in model room	30 00

B.—*Statement of money paid, &c.*—Continued.

Date of payment.	No.	Name.	Nature of payment.	Amount.
1861.				
May 4	81	J. F. Chism	Services	$25 00
4	82	H. Martin	Services in model room	25 00
6	83	Jackson, Bro. & Co	Sundries	93 29
7	84	Adams & Co	Freight	1 00
7	85	Jane Reynolds	Services in model room	40 00
8	86	Adams & Co	Freight	2 00
9	87	Bontz & Griffith	Chairs, &c	25 50
10	88	J. R. Elvans & Co	Keys, &c	30 65
10	89	W. A. McCartney	Watchman	43 33
11	90	John King	Labor	1 87
11	91	P. Harbaugh	Services in model room	17 74
11	92	J. C. Wood	do do	20 16
11	93	J. P. Dennis	Bolts, &c	25 12
14	94	B. F. Strother	Expenses of agency	21 25
15	95	H. Brooks	Sawdust	4 50
16	96	Indianapolis Journal	Subscription	6 00
17	97	Lutz & Beall	Harness, &c	61 25
18	98	Cincinnati Gazette Co	Subscription to Gazette	7 00
21	99	Adams & Co	Freight	1 50
21	100	Hooe, Bro. & Co	Carpet, &c	93 44
21	101	John R. Elvans	Hardware	7 81
21	102	T. Pursell & Son	Pitcher, &c	16 50
21	103	Blanchard & Mohun	Stationery	678 80
29	104	John C. Rives	Printing, &c	202 80
30	105	D. Appleton & Co	Books	4 50
31	106	New York Times	Advertising	4 00
31	107	R. Wheeler & Co	do	4 05
31	108	Z. D. Gilman	Sundries	281 43
31	109	John Cullum	Printing heads of patents	35 68
31	110	W. Godey	Ice	84 00
31	111	M. Bowen	Washing, &c	10 50
31	112	R. Galaher	Services	62 50
31	113	C. B. Stewart	Service as page	30 00
31	114	J. B. Trenholm	do do	30 00
31	115	G. H. Clarke	do do	30 00
31	116	A. Mahon	do do	22 25
31	117	Thomas H. Ridgate	do do	21 29
31	118	Thomas C. Smith	Services	50 00
31	119	William H. Bates	do	50 00
31	120	J. Reynolds	Services in model room	40 00
31	121	P. A. Brink	do do	40 00
31	122	W. A. McCartney	Watchman	50 00
31	123	M. Gassaway	do	50 00
31	124	Thomas W. Belt	do	50 00
31	125	G. W. Graves	do	50 00
31	126	John Darby	do	50 00
31	127	J. C. Williams	do	50 00
31	128	H. M. Hurdle	do	50 00
31	129	James Campbell	do	50 00
31	130	D. R. Clendenin	do	50 00
31	131	George McCarty	do	50 00
31	132	George A. Knott	Services	50 00
31	133	D. S. Gallagher	do	50 00
31	134	B. Frazer	do	50 00
31	135	D. W. Jarboe	do	50 00
31	136	H. Cassidy	do	50 00
31	137	M. Murphy	do	50 00

B.—*Statement of money paid, &c.*—Continued.

Date of payment.		No.	Name.	Nature of payment.	Amount.
1861.					
May	31	138	A. Bowen	Services	$50 00
	31	139	R. Brooks	do	50 00
	31	140	O. Clarke	do	50 00
	31	141	E. Mason	do	25 80
	31	142	J. F. Chism	do	50 00
	31	143	H. Coleman	do	50 00
	31	144	R. W. Goggin	Services in model room	90 00
	31	145	William S. Yeatman	do do	83 00
	31	146	C. H. Slicer	do do	83 00
	31	147	C. Jacobs	do do	83 00
	31	148	C. Hadaway	do do	50 00
	31	149	J. M. Kavanaugh	do do	50 00
	31	150	B. Drew	do do	50 00
	31	151	John Ryan	do do	50 00
	31	152	William McNeir	do do	50 00
	31	153	H. McDonnell	do do	50 00
	31	154	S. E. Day	do do	50 00
	31	155	W. S. Gainor	do do	50 00
	31	156	H. Martin	do do	50 00
	31	157	J. B. Hines	do do	46 77
	31	158	J. L. Adamson	do do	43 27
	31	159	S. Gregg	do do	40 32
	31	160	P. Boland	do do	40 32
	31	161	W. H. Hays	do do	33 87
	31	162	Walter Holt	do do	30 64
June	1	163	M. T. Parker	Glazing	8 00
	3	164	Jos. H. Ladd	Sub'n to Humphrey's Journal	2 00
	4	165	W. H. Harrover	Water-cooler, &c	6 50
	5	166	P. Brennan	Removing ashes	2 25
	10	167	New York Times	Advertising	4 00
	10	168	Adams & Co	Freight	75
	11	169	A. Buchly	Furniture, &c	275 87
	11	170	John D. Defrees	Binding, &c	27 50
	13	171	T. Pursell & Son	Pitchers, &c	7 50
	14	172	J. M. Wilcox & Co	Parchment	50 00
	14	173	Henry Stevens	English patents, &c	211 79
	15	174	F. W. Murphy	Shoeing horses	5 00
	17	175	Schooner Fairfax	Freight	1 33
	17	176	Irving & Willey	Expenses of agency	26 00
	18	177	William Hamilton	Subscription to Journal Franklin Institute	5 00
	19	178	Railroad Company	Freight	2 36
	19	179	Adams & Co	do	50
	20	180	do	do	1 25
	22	181	John Cullum	Printing	40 00
	24	182	Daily Atlas and Bee	Advertising	4 00
	25	183	T. Pursell & Son	Goblets	3 50
	26	184	Adams & Co	Freight	1 00
	29	185	do	do	2 00
	29	186	William T. Dove	Gas-fitting, &c	75 91
	29	187	M. Bowen	Washing, &c	10 00
	29	188	G. H. Clarke	Services as page	30 00
	29	189	A. Mahon	do do	30 00
	29	190	T. H. Ridgate	do do	30 00
	29	191	J. Reynolds	Services in model room	40 00
	29	192	P. A. Brink	do do	40 00
	29	193	R. Galaher	Services	62 50

B.—*Statement of money paid, &c.*—Continued.

Date of payment.		No.	Name.	Nature of payment.	Amount.
1861.					
May	29	194	Thomas C. Smith	Services	$50 00
	29	195	William H. Bates	do	50 00
	29	196	W. A. McCartney	Watchman	50 00
	29	197	M. Gassaway	do	50 00
	29	198	G. W. Graves	do	50 00
	29	199	T. W. Belt	do	50 00
	29	200	John Darby	do	50 00
	29	201	J. C. Williams	do	50 00
	29	202	D. R. Clendenin	do	50 00
	29	203	J. Campbell	do	50 00
	29	204	G. McCarty	do	50 00
	29	205	H. M. Hurdle	do	50 00
	29	206	R. W. Goggin	Services in model room	90 00
	29	207	C. H. Slicer	do do	84 00
	29	208	C. Jacobs	do do	84 00
	29	209	William S. Yeatman	do do	84 00
	29	210	J. L. Adamson	do do	62 50
	29	211	J. M. Kavanaugh	do do	50 00
	29	212	William McNeir	do do	50 00
	29	213	W. S. Gainor	do do	50 00
	29	214	W. H. Hayes	do do	50 00
	29	215	John Ryan	do do	50 00
	29	216	C. Hadaway	do do	50 00
	29	217	H. Martin	do do	50 00
	29	218	H. McDonnell	do do	50 00
	29	219	B. Drew	do do	50 00
	29	220	P. Boland	do do	50 00
	29	221	S. E. Day	do do	50 00
	29	222	W. Holt	do do	50 00
	29	223	J. B. Hines	do do	50 00
	29	224	S. Gregg	do do	50 00
	29	225	D. S. Gallagher	Services	50 00
	29	226	D. W. Jarboe	do	50 00
	29	227	B. Frazer	do	50 00
	29	228	G. A. Knott	do	50 00
	29	229	H. Cassidy	do	50 00
	29	230	M. Murphy	do	50 00
	29	231	A. Bowen	do	50 00
	29	232	R. Brooks	do	50 00
	29	233	O. Clarke	do	50 00
	29	234	J. F. Chinn	do	50 00
	29	235	E. Mason	do	50 00
			Total		12,005 47

QUARTER ENDING SEPTEMBER 30, 1861.

July	1	1	Adams & Co	Freight	$2 50
	2	2	John Collum	Printing	40 00
	2	3	C. Schneider	Keys, &c	8 00
	5	4	C. B. Stewart	Services as page	30 00
	5	5	Gales & Seaton	Advertising	20 00
	6	6	M. Gassaway	Watchman	6 45
	9	7	F. W. Christern	Books	95 41
	9	8	F. Taylor	do	46 26
	9	9	C. B. Stewart	Services as page	7 82

B.—*Statement of money paid, &c.*—Continued.

Date of payment.	No.	Name.	Nature of payment.	Amount.
1861.				
July 9	10	D. W. Jarboe	Services	$3 22
9	11	J. R. Elvans	Hardware	21 18
10	12	Worthington & Lewis	Subscription to American Farmer	1 00
11	13	City Post Office	Postage	29 44
11	14	J. Reynolds	Services in model room	14 19
11	15	H. McDonnell	do do	17 74
11	16	S. Gregg	do do	17 74
12	17	C. H. Slicer	do do	5 43
12	18	Sevier & Francis	Subscription to Mathematical Monthly	3 00
13	19	Balliere Bros	Books	211 10
13	20	Gas Company	Gas	191 84
13	21	E. G. Arnold	Map	5 00
13	22	J. M. Kavanaugh	Services in model room	17 74
16	23	Blanchard & Mohun	Stationery	265 07
16	24	J. Essex	Furniture	70 00
18	25	Adams & Co	Freight	1 00
18	26	S. Casey	Hauling	5 50
19	27	T. C. Donn	Administering oaths	18 60
20	28	J P. Dennis	Bolts, &c	82 62
20	29	John Darby	Watchman	29 34
22	30	John Collum	Printing	40 00
23	31	John D. Defrees	Binding, &c	19 97
23	32	Same	do	31 46
23	33	George R. Adams	Use of horse	92 74
23	34	Adams & Co	Freight	3 25
23	35	Irving & Willey	Expenses of agency	70 70
23	36	John B. Trenholm	Services as page	30 00
26	37	J. C. Williams	Watchman	14 67
31	38	W. A. Robertson	Sweeping furnaces	24 00
31	39	M. Bowen	Washing, &c	11 00
31	40	J. M. Holloway	Cartage	2 00
31	41	Thomas C. Smith	Services	50 00
31	42	Wm. H. Bates	do	50 00
31	43	P. A. Brink	Services in model room	40 00
31	44	J. B. Trenholm	Services as page	30 00
31	45	G. H. Clarke	do do	30 00
31	46	Alex. Mahon	do do	30 00
31	47	T. H. Ridgate	do do	30 00
31	48	W. A. McCartney	Watchman	50 00
31	49	D. R. Clendenin	do	50 00
31	50	J. Campbell	do	50 00
31	51	H. M. Hurdle	do	50 00
31	52	G. McCartey	do	50 00
31	53	G. W. Graves	do	50 00
31	54	T. W. Belt	do	50 00
31	55	R. W. Goggin	Services in model room	90 00
31	56	W. S. Yeatman	do do	84 24
31	57	C. Jacobs	do do	83 00
31	58	J. L. Adamson	do do	62 50
31	59	C. Hadaway	do do	50 00
31	60	S. E. Day	do do	50 00
31	61	John Ryan	do do	50 00
31	62	P. Boland	do do	50 00
31	63	W. Holt	do do	50 00
31	64	J. B. Hines	do do	50 00

B.—*Statement of money paid, &c.*—Continued.

Date of payment.	No.	Name.	Nature of payment.	Amount.
1861.				
July 31	65	H. Martin	Services in model room	$50 00
31	66	B. Drew	do do	50 00
31	67	Wm. McNeir	do do	50 00
31	68	W. S. Gainor	do do	50 00
31	69	D. S. Gallagher	do do	50 00
31	70	B. Frazer	Services	50 00
31	71	G. A. Knott	do	50 00
31	72	H. Cassiday	do	50 00
31	73	M. Murphy	do	50 00
31	74	O. Clarke	do	50 00
31	75	E. Mason	do	50 00
31	76	J. F. Chinn	do	50 00
31	77	H. Coleman	do	50 00
31	78	A. Bowen	do	50 00
31	79	R. Brooks	do	50 00
August 2	80	Silliman & Dana	Subscription to Silliman's Journal	5 00
2	81	R. Westermann & Co	Books	61 91
2	82	John W. Fitzhugh	Carpenters' work	147 12
3	83	R. Galaher	Services	62 50
9	84	Z. D. Gilman	Sundries	50 14
16	85	Adams & Co	Freight	1 25
20	86	Henry Ulke	Book	3 00
30	87	J. R. Elvans	Hardware	11 57
31	88	F. W. Murphy	Horseshoes, &c	9 75
31	89	A. Bowen	Paste, &c	9 50
31	90	C. Champion	Labor	6 25
31	91	W. J. Croggon	do	7 50
31	92	J. T. Mahorney	do	7 50
31	93	A. D. Hurdle	do	7 50
31	94	Wm. Coxe	do	7 50
31	95	R. Galaher	Services	62 50
31	96	Thomas C. Smith	do	50 00
31	97	W. H. Bates	do	50 00
31	98	Jno. B. Trenholm	Services as page	30 00
31	99	G. H. Clark	do do	30 00
31	100	T. H. Ridgate	do do	30 00
31	101	A. Mahon	do do	30 00
31	102	W. A. McCartney	Watchman	50 00
31	103	D. R. Clendenin	do	50 00
31	104	H. M. Hurdle	do	50 00
31	105	J. Campbell	do	50 00
31	106	George McCartey	do	50 00
31	107	W. Holt	Services in model room	50 00
31	108	J. B. Hines	do do	50 00
31	109	H. Martin	do do	50 00
31	110	P. Boland	do do	50 00
31	111	S. E. Day	do do	50 00
31	112	B. Drew	do do	50 00
31	113	Jno. Ryan	do do	50 00
31	114	C. Hadaway	do do	50 00
31	115	J. L. Adamson	do do	62 50
31	116	C. Jacobs	do do	83 00
31	117	R. W. Goggin	do do	90 00
31	118	D. S. Gallagher	Services	50 00
31	119	G. A. Knott	do	50 00
31	120	H. Cassidy	do	50 00

B.—*Statement of money paid, &c.*—Continued.

Date of payment.	No.	Name.	Nature of payment.	Amount.
1861.				
August 31	121	B. Frazer	Services	$50 00
31	122	M. Murphey	do	50 00
31	123	O. Clarke	do	50 00
31	124	E. Mason	do	50 00
31	125	J. F. Chinn	do	50 00
Sept. 2	126	Walter Godey	Ice	141 25
4	127	Anthony Best	Envelopes	18 00
5	128	Stephen Curran	Services	13 50
6	129	Wm. D. Shepherd	Stationery	387 72
7	130	M. W. Galt & Bro	Clock, shade, &c	8 00
7	131	Adams & Co	Freight	1 25
7	132	J. M. Holloway	Use of horse	34 67
9	133	Wm McNeir	Making portfolios	200 00
10	134	Hanson Brooks	Sawdust	4 50
17	135	Adams & Co	Freight	1 00
19	136	Thomas McGuire	Horseshoes	5 62
20	137	Steamer "S. Seymour"	Freight	1 80
21	138	Irving & Willey	Expenses of agency	19 79
21	139	F. Taylor	Bankers' Magazine, &c	5 00
30	140	A. Bowen	Paste, &c	17 75
30	141	J. M. Holloway	Fixing clock, &c	5 75
30	142	Same	Use of horse	25 00
30	143	J. B. Trenholm	Services as page	30 00
30	144	George H. Clarke	do	30 00
30	145	Thomas H. Ridgate	do	30 00
30	146	A. Mahon	do	30 00
30	147	R'd Galaher	Services	62 50
30	148	Thomas C. Smith	do	50 00
30	149	W. H. Bates	do	50 00
30	150	C. Jacobs	Services in model room	84 00
30	151	R. W. Goggin	do do	73 37
30	152	James L. Adamson	do do	62 50
30	153	Chas. Hadaway	do do	50 00
30	154	John Ryan	do do	50 00
30	155	B Drew	do do	50 00
30	156	Samuel E. Day	do do	50 00
30	157	H. Martin	do do	50 00
30	158	Jno. B. Hines	do do	50 00
30	159	W. Holt	do do	50 00
30	160	P. Boland	do do	45 00
30	161	W. A. McCartney	Watchman	50 00
30	162	H. M. Hurdle	do	50 00
30	163	Jas. Campbell	do	50 00
30	164	Geo. McCartey	do	50 00
30	165	Thos. Lucas	do	48 33
30	166	B Frazer	do	50 00
30	167	D. S. Gallagher	do	50 00
30	168	Geo. A. Knott	do	50 00
30	169	Henry Cassidy	do	50 00
30	170	M. Murphy	do	50 00
30	171	Otho Clarke	do	50 00
30	172	Henry Coleman	do	50 00
30	173	J. F. Chinn	do	50 00
30	174	E. Mason	do	50 00
30	175	S. M. C. Mudd	Labor	31 25
30	176	A. D. Hurdle	do	31 25
30	177	W. J. Croggin	do	31 2

B.—*Statement of money paid, &c.*—Continued.

Date of payment.		No.	Name.	Nature of payment.	Amount.
1861.					
Sept.	30	178	J T. Mahorney	Labor	$31 25
	30	179	W. E. Coxe	....do	31 25
	30	180	W. J. Champion	....do	22 50
	30	181	C. Champion	... do	6 25
	30	182	Geo. S. Gideon	Printing, &c	4,005 10
	30	183	Same	....do	3,954 85
			Total		16,183 96

QUARTER ENDING DECEMBER 31, 1861.

October	1	1	Z. D. Gilman	Sundries	$16 72
	3	2	John W. Fitzhugh	Carpenters' work	141 75
	3	3	City Post Office	Postage	11 00
	5	4	B. F. Morris	Services, &c	31 87
	5	5	Meyers & McGhan	Plumbing, &c	27 63
	7	6	E. M. Stratton	Subscription to Coachmakers' Magazine	3 00
	8	7	J. B. Walling	Painting	5 00
	9	8	Warder & Stewart	Coal, &c	639 53
	11	9	Gas Company	Gas	160 34
	16	10	Jas. M. Willcox & Co	Parchment	265 20
	16	11	W. D. Shepherd	Stationery	319 64
	17	12	D. Appleton & Co	Book	4 50
	17	13	F Flugel	Expenses of agency	100 00
	18	14	H. M. Hurdle	Watchman	11 30
	18	15	Adams & Co	Freight	75
	19	16	Philp & Solomons	Books	27 45
	22	17	Hy. Stevens	British patents	129 54
	26	18	Adams & Co	Freight	75
	26	19	Jno. D. Defrees	Binding, &c	45 01
	31	20	A. Bowen	Paste, &c	14 75
	31	21	R. Galaher	Services	62 50
	31	22	J. M. Holloway	Use of horse	25 00
	31	23	T. W. Murphy	Shoeing horses	8 75
	31	24	A. D. Hurdle	Labor	33 75
	31	25	Wm. J. Champion	....do	33 75
	31	26	J. T. Mahorney	....do	33 75
	31	27	S. M. C. Mudd	....do	33 75
	31	28	Wm. E. Coxe	....do	33 75
	31	29	Wm. J. Croggon	....do	33 75
	31	30	Geo. H. Clarke	Services as page	30 00
	31	31	John B. Trenholm	....do	30 00
	31	32	T. H. Ridgate	....do	30 00
	31	33	Alex Mahon	....do	30 00
	31	34	Thos. C. Smith	Services	50 00
	31	35	Wm. H. Bates	....do	50 00
	31	36	W. H. Nalley	Watchman	50 00
	31	37	George McCartey	....do	50 00
	31	38	J. Campbell	....do	50 00
	31	39	Thomas Lucas	....do	50 00
	31	40	C. Jacobs	Services in model room	83 00
	31	41	R. W. Goggin	....do....do	75 00
	31	42	J. L. Adamson	....do....do	62 50
	31	43	Chas. Hadaway	....do....do	50 00

B.—*Statement of money paid, &c.*—Continued.

Date of payment.		No.	Name.	Nature of payment.	Amount.
1861.					
Oct.	31	44	Jno. Ryan	Services in model room	$50 00
	31	45	J. B. Hines	do do	50 00
	31	46	W. Holt	do do	50 00
	31	47	H. Martin	do do	50 00
	31	48	B. Drew	do do	50 00
	31	49	S. E. Day	do do	50 00
	31	50	P. Boland	do do	50 00
	31	51	D. S. Gallagher	Services	50 00
	31	52	H. Cassidy	do	50 00
	31	53	B. Frazer	do	50 00
	31	54	G. A. Knott	do	50 00
	31	55	O. Clarke	do	50 00
	31	56	E. Mason	do	50 00
	31	57	J. F. Chinn	do	50 00
Nov.	1	58	Z. D. Gilman	Sundries	31 75
	2	59	M. Murphey	Services	50 00
	2	60	W. J. Croggon	Folding books	2 50
	2	61	A. D. Hurdle	do	2 50
	2	62	W. J. Champion	do	2 50
	2	63	J. T. Mahorney	do	2 50
	2	64	S. M. C. Mudd	do	2 50
	2	65	W. E. Coxe	do	2 50
	6	66	W. H. & O. H. Morrison	Books	12 00
	7	67	Adams & Co	Freight	50
	8	68	Wm. M. Ellis & Bro.	Sundries	8 05
	12	69	Warder & Stewart	Wood	113 75
	14	70	Adams & Co	Freight	2 65
	27	71	J. Disturnell	National Register	2 50
	30	72	J. M. Holloway	Horse, &c	36 50
	30	73	J. B. Trenholm	Page	30 00
	30	74	T. H. Ridgate	do	30 00
	30	75	A. Mahon	do	30 00
	30	76	Geo. H. Clarke	do	30 00
	30	77	R. Galaher	Attending furnace, &c	62 50
	30	78	J. Adamson	Services in machinist's room	62 50
	30	79	E. Jacobs	do	83 00
	30	80	R. W. Goggin	do	75 00
	30	81	Thos. C. Smith	Services	50 00
	30	82	Wm. H. Bates	do	50 00
	30	83	Wm. H. Nalley	Watchman	50 00
	30	84	Jas. Campbell	do	50 00
	30	85	Geo. McCartey	do	50 00
	30	86	Thos. Lucas	do	50 00
	30	87	C. Hadaway	Labor in model room	50 00
	30	88	John Ryan	do do	50 00
	30	89	B. Drew	do do	50 00
	30	90	Walter Holt	do do	50 00
	30	91	S. E. Day	do do	50 00
	30	92	Jno. B. Hines	do do	50 00
	30	93	Patrick Boland	do do	50 00
	30	94	Hy. Martin	do do	50 00
	30	95	Benj. Frazer	Labor	50 00
	30	96	D. S. Gallagher	do	50 00
	30	97	Geo. A. Knott	do	50 00
	30	98	H. Cassidy	do	50 00
	30	99	M. Murphy	do	50 00
	30	100	O Clarke	do	50 00

B.—*Statement of money paid, &c.*—Continued.

Date of payment.	No.	Name.	Nature of payment.	Amount.
1861.				
Nov. 30	101	H. Coleman	Labor	$50 00
30	102	J. F. Chinn	do	50 00
30	103	E. Mason	do	50 00
Dec. 3	104	Wm. D. Shepherd	Stationery	459 84
4	105	J. W. Fitzhugh	Carpenters' work	149 60
7	106	Mary Morley	Washing	8 00
11	107	L. Tucker & Son	Subscription to Cultivator, &c.	13 96
11	108	Edward Downey	Glazing	12 00
13	109	Adams & Co	Freight	75
16	110	Irving & Willey	Expenses of agency	20 33
16	111	Henry Stevens	British patents	174 38
16	112	George S. Gideon	Printing, &c.	4,917 62
16	113	do	do	4,976 80
19	114	Irving & Willey	Expenses of agency	12 75
31	115	Adams & Co.	Freight	75
31	116	W. Godey	Ice	197 25
31	117	Thos. D. Bond	Repairing water-closets	75 00
31	118	J. M. Halloway	Use of horse	25 00
31	119	R. Galaher	Attending furnaces, &c	62 50
31	120	J. B. Trenholm	Services as page	30 00
31	121	Geo. H. Clarke	do	30 00
31	122	T. H. Ridgate	do	30 00
31	123	A. Mahon	do	30 00
31	124	Thos. C. Smith	Services	50 00
31	125	Wm. H. Bates	do	50 00
31	126	W. H. Nalley	Watchman	50 00
31	127	J. Campbell	do	50 00
31	128	Geo. McCartey	do	50 00
31	129	Thos. Lucas	do	50 00
31	130	C. Jacobs	Services in machinist's room	84 00
31	131	R. W. Goggin	do do	75 00
31	132	J. L. Adamson	do do	62 50
31	133	John Ryan	Labor in model room	50 00
31	134	Chas. Hadaway	do do	50 00
31	135	B. Drew	do do	50 00
31	136	J. B. Hines	do do	50 00
31	137	S. E. Day	do do	50 00
31	138	Hy. Martin	do do	50 00
31	139	P. Boland	do do	50 00
31	140	W. Holt	do do	50 00
31	141	D. S. Gallagher	Labor	50 00
31	142	M. Murphy	do	50 00
31	143	H. Cassidy	do	50 00
31	144	B. Frazer	do	50 00
31	145	George A. Knott	do	50 00
31	146	E. Mason	do	50 00
31	147	Jno. F. Chinn	do	50 00
31	148	Otho Clarke	do	50 00
		Total		18,018 11

APPENDIX C.

Question. How many patents were issued from the 2d of March to November 1, 1861?

Answer. Two thousand two hundred and twenty-two, (2,222.)

Question. What number of words were contained in those patents?

Answer. Two millions seven hundred and sixty-one thousand four hundred and ten. (2,761,410.)

Question. How many patents were issued without drawings, or what proportion were without drawings?

Answer. I cannot say how many were without drawings, but there were in all 2,289 drawings to the 2,222 patents, being a fraction more than *one* drawing to each.

APPENDIX D.

WASHINGTON, *September* 23, 1861.

United States Patent Office to George S. Gideon, Dr.

Printing 46 specifications, issue of March 12, 1861, 10 copies of each, 53,850 words, at 20 cents per 100	$107 70	
47 sheets drawings, 10 of each, 470 sheets, at 50 cents	235 00	
Inserting plates, folding, cutting, &c., 470, at $5 per 1,000	2 35	
		$345 05
Printing 61 specifications, issue of April 23, 1861, 10 copies of each, 83,450 words, at 20 cents per 100	166 90	
61 sheets drawings, 10 of each, 610 copies, at 50 cents	305 00	
Inserting plates, &c., 610 copies, at $5 per 1,000	3 05	
		474 95
Printing 54 specifications, issue of June 11, 1861, 10 copies of each, 70,150 words, at 20 cents per 100	140 30	
53 sheets drawings, 10 of each, 530 copies, at 50 cents	265 00	
Inserting plates, &c., 530 copies, at $5 per 1,000	2 65	
		407 95
Printing 58 specifications, issue of June 18, 1861, 10 copies of each, 74,400 words, at 20 cents per 100	148 80	
67 sheets drawings, 10 of each, 670 copies, at 50 cents	335 00	
Inserting plates, &c., 670 copies, at $5 per 1,000	3 35	
		487 15
Printing 72 specifications, issue of June 25, 1861, 10 copies of each, 114,350 words, at 20 cents per 100	228 70	
89 sheets drawings, 10 of each, 890 copies, at 50 cents	445 00	
Inserting plates, &c., 890 copies, at $5 per 1,000	4 45	
		678 15
Printing 72 specifications, issue of July 2, 1861, 10 of each, 92,100 words, at 20 cents per 100	184 20	
71 sheets drawings, 10 of each, 710 copies, at 50 cents	355 00	
Inserting plates, &c., 710 copies, at $5 per 1,000	3 55	
		542 75

Printing 80 specifications, issue of July 9, 1861, 10 copies of each, 112,050 words, at 20 cents per 100..	$224 10	
82 sheets drawings, 10 of each, 820 copies, at 50 cents	410 00	
Inserting plates, &c., 820 copies, at $5 per 1,000....	4 10	
		$638 20
Printing 56 specifications, issue of July 16, 1861, 10 copies of each, 51,450 words, at 20 cents per 100..	102 90	
55 sheets drawings, 10 of each, 550 copies, at 50 cents	275 00	
Inserting plates, &c., 550 copies, at $5 per 1,000....	2 75	
		380 65
Printing 47 specifications, issue of June 4, 1861, 10 copies of each, 60,600 words, at 20 cents per 100..	121 20	
52 sheets drawings, 10 of each, 520 copies, at 50 cents	260 00	
Inserting plates, &c., 520 copies, at $5 per 1,000....	2 60	
		383 80
Printing 73 specifications, issue of July 23, 1861, 10 copies of each, 83,300 words, at 20 cents per 100..	166 60	
73 sheets drawings, 10 of each, 730 copies, at 50 cents	365 00	
Inserting plates, &c., 730 copies, at $5 per 1,000....	3 65	
		535 25
Printing 50 specifications, issue of July 30, 1861, 10 copies of each, 57,400 words, at 20 cents per 100..	114 80	
52 drawings, 10 of each, 520 copies, at 50 cents.....	260 00	
Inserting plates, &c., 520 copies, at $5 per 1,000....	2 60	
		377 40
Printing 56 specifications, issue of August 6, 1861, 10 copies of each, 74,200 words, at 20 cents per 100..	148 40	
60 drawings, 10 of each, 600 copies, at 50 cents.....	300 00	
Inserting plates, &c., 600 copies, at $5 per 1,000	3 00	
		451 40
Printing 59 specifications, issue of August 13, 1861, 10 copies of each, 69,400 words, at 20 cents per 100..	138 80	
58 sheets drawings, 10 of each, 580 copies, at 50 cents	290 00	
Inserting plates, &c., 580 copies, at $5 per 1,000....	2 90	
		431 70
Printing 61 specifications, issue of August 20, 1861, 10 copies of each, 82,800 words, at 20 cents per 100..	165 60	
61 drawings, 10 of each, 610 copies, at 50 cents.....	305 00	
Inserting plates, &c., 610 copies, at $5 per 1,000	3 05	
		473 65
Printing 51 specifications, issue of August 27, 1861, 10 copies of each, 70,420 words, at 20 cents per 100..	140 84	
49 drawings, 10 of each, 490 copies, at 50 cents.....	245 00	
Inserting plates, &c., 490 copies, at $5 per 1,000....	2 45	
		388 29
Printing 55 specifications, issue of September 3, 1861, 10 copies of each, 71,100 words, at 20 cents per 100	142 20	
51 drawings, 10 of each, 510 copies, at 50 cents.....	255 00	
Inserting plates, &c., 510 copies, at $5 per 1,000....	2 55	
		399 75
Printing 58 specifications, issue of September 10, 1861, 10 copies of each, 73,400 words, at 20 cents per 100	146 80	
60 drawings, 10 of each, 600 copies, at 50 cents.....	300 00	
Inserting plates, &c., 600 copies, at $5 per 1,000	3 00	
		449 80

Printing 42 specifications, issue of September 17, 1861, 10 copies of each, 46,900 words, at 20 cents per 100	$93 80	
38 drawings, 10 of each, 380 copies, at 50 cents.....	190 00	
Inserting plates, &c., 380 copies, at $5 per 1,000....	1 90	
		$285 70
Printing 47 specifications, issue of September 24, 1861, 10 copies of each, 59,600 words, at 20 cents per 100	119 20	
48 drawings, 10 of each, 480 copies, at 50 cents.....	240 00	
Inserting plates, &c., 480 copies, at $5 per 1,000....	2 40	
		361 60
Printing 53 specifications, issue of October 8, 1861, 10 copies of each, 63,390 words, at 20 cents per 100..	126 78	
50 sheets drawings, 10 of each, 500 copies, at 50 cents	250 00	
Inserting plates, &c., 500 copies, at $5 per 1,000	2 50	
		379 28
Printing 98 specifications, issue of March 28, 1861, 10 copies of each, 112,900 words, at 20 cents per 100.	225 80	
100 drawings, 10 copies of each, 1,000 copies, at 50 cts.	500 00	
Inserting plates, &c., 1,000 copies, at $5 per 1,000 ..	5 00	
		730 80
Printing 50 specifications, issue of October 1, 1861, 10 copies of each, 71,150 words, at 20 cents per 100..	142 30	
55 drawings, 10 of each, 550 copies, at 50 cents.....	275 00	
Inserting plates, &c., 550 copies, at $5 per 1,000	2 75	
		420 05
Printing 59 specifications, issue of October 22, 1861, 10 copies of each, 69,700 words, at 20 cents per 100..	139 40	
58 drawings, 10 copies of each, 580 copies, at 50 cents	290 00	
Inserting plates, &c., 580 copies, at $5 per 1,000....	2 90	
		432 30
10 copies of plate No. 2, of 1,606, of June 25.....		5 00
Printing 72 specifications, issue of March 5, 1861, 10 copies of each, 87,250 words, at 20 cents per 100..	174 50	
67 drawings, 10 of each, 670 copies, at 50 cents.....	335 00	
Inserting plates, &c., 670 copies, at $5 per 1,000	3 35	
		512 85
Printing 78 specifications, issue of April 16, 1861, 10 copies of each, 105,500 words, at 20 cents per 100.	211 00	
81 drawings, 10 of each, 810 copies, at 50 cents.....	405 00	
Inserting plates, &c., 810 copies, at $5 per 1,000....	4 05	
		620 05
Printing 39 specifications, issue of October 15, 1861, 10 copies of each, 42,500 words, at 20 cents per 100..	85 00	
41 drawings, 10 of each, 410 copies, at 50 cents.....	205 00	
Inserting plates, &c., 410 copies, at $5 per 1,000....	2 05	
		292 05
Printing 69 specifications, issue of October 29, 1861, 10 copies of each, 90,000 words, at 20 cents per 100..	180 00	
69 drawings, 10 of each, 690 copies, at 50 cents.....	345 00	
Inserting plates, &c., 690 copies, at $5 per 1,000....	3 45	
		528 45
Printing 84 specifications, issue of March 19, 1861, 10 copies of each, 91,300 words, at 20 cents per 100..	182 60	
87 drawings, 10 of each, 870 copies, at 20 cents.....	435 00	
Inserting plates, &c., 870 copies, at $5 per 1,000....	4 35	
		621 95

Printing 86 specifications, issue of April 2, 1861, 10 copies of each, 99,800 words, at 20 cents per 100..	$199 60	
88 drawings, 10 of each, 880 copies, at 50 cents.....	440 00	
Inserting plates, &c., 880 copies, at $5 per 1,000	4 40	
		$644 00
Printing 103 specifications, issue of April 9, 1861, 10 copies of each, 148,950 words, at 20 cents per 100.	297 90	
112 drawings, 10 of each, 1,120 copies, at 50 cents ..	560 00	
Inserting plates, &c., 1,120 copies, at $5 per 1,000...	5 60	
		863 50
Printing 72 specifications, issue of April 30, 1861, 10 copies of each, 78,950 words, at 20 cents per 100..	157 90	
80 drawings, 10 of each, 800 copies, at 50 cents.....	400 00	
Inserting plates, &c., 800 copies, at $5 per 1,000....	4 00	
		561 90
Printing 53 specifications, issue of May 7, 1861, 10 copies of each, 39,850 words, at 20 cents per 100..	79 70	
54 drawings, 10 of each, 540 copies, at 50 cents.....	270 00	
Inserting plates, &c., 540 copies, at $5 per 1,000....	2 70	
		352 40
Printing 76 specifications, issue of May 14, 1861, 10 copies of each, 102,500 words, at 20 cents per 100.	205 00	
80 drawings, 10 of each, 800 copies, at 50 cents.....	400 00	
Inserting plates, &c., 800 copies, at $5 per 1,000....	4 00	
		609 00
Printing 67 specifications, issue of May 21, 1861, 10 copies of each, 83,800 words, at 20 cents per 100..	167 60	
71 drawings, 10 of each, 710 copies, at 50 cents.....	355 00	
Inserting plates, &c., 710 copies, at $5 per 1,000	3 55	
		526 15
Printing 65 specifications, issue of May 28, 1861, 10 copies of each, 72,950 words, at 20 cents per 100..	145 90	
69 drawings, 10 of each, 690 copies, at 50 cents.....	345 00	
Inserting plates, &c., 690 copies, at $5 per 1,000....	3 45	
		494 35
Total for 10 copies.....		17,087 27

WASHINGTON, *September* 23, 1861.

United States Patent Office to George S. Gideon, Dr.

Printing 46 specifications, issue of March 12, 1861, 20 copies of each, 121 pages, at 20 cents per page....	$24 20	
47 drawings, 20 of each, 940 copies, at 35 cents each	329 00	
Inserting plates, &c., 940 copies, at $5 per 1,000....	4 70	
		$357 90
Printing 61 specifications, issue of April 23, 1861, 20 copies of each, 178 pages, at 20 cents.....	35 60	
61 sheets drawings, 20 of each, 1,220 copies, at 35 cents	427 00	
Inserting plates, &c., 1,220 copies, at $5 per 1,000..	6 10	
		468 70

Printing 54 specifications, issue of June 11, 1861, 20 copies of each, 145 pages, at 20 cents.....	$29 00	
53 sheets drawings, 20 of each 1,060 copies, at 35 cents	371 00	
Inserting plates, 1,060 copies, at $5 per 1,000.....	5 30	
		$405 3
Printing 58 specifications, issue of June 18, 1861, 20 copies of each, 153 pages, at 20 cents.....	30 60	
67 sheets drawings, 20 of each, 1,340 copies, at 35 cents	469 00	
Inserting plates, &c., 1,340 copies, at $5 per 1,000...	6 70	
		506 3
Printing 72 specifications, issue of June 25, 1861, 20 copies of each, 230 pages, at 20 cents.....	46 00	
89 sheets drawings, 20 of each, 1,780 copies, at 35 cents	623 00	
Inserting plates, &c., 1,780 copies, at $5 per 1,000...	8 90	
		677 9
Printing 72 specifications, issue of July 2, 1861, 20 copies of each, 195 pages, at 20 cents each.....	39 00	
71 sheets drawings, 20 of each, 1,420 copies, at 35 cents	497 00	
Inserting plates, &c., 1,420 copies, at $5 per 1,000..	7 10	
		543 1
Printing 80 specifications, issue of July 9, 1861, 20 copies of each, 236 pages, at 20 cents.....	47 20	
82 sheets drawings, 20 of each, 1,640 copies, at 35 cents	574 00	
Inserting plates, &c., 1,640 copies, at $5 per 1,000...	8 20	
		629 4
Printing 56 specifications, issue of July 16, 1861, 20 copies of each, 130 pages, at 20 cents.....	26 00	
55 sheets drawings, 20 of each, 1,120 copies, at 35 cents	385 00	
Inserting plates, &c., 1,100 copies, at $5 per 1,000....	5 50	
		416 5
Printing 47 specifications, issue of June 4, 1861, 20 copies of each, 135 pages, at 20 cents.....	27 00	
52 sheets drawings, 20 of each, 1,040 copies, at 35 cents	364 00	
Inserting plates, &c., 1,040 copies, at $5 per 1,000....	5 20	
		396 2
Printing 73 specifications, issue of July 23, 1861, 20 copies of each, 185 pages, at 20 cents.....	37 00	
73 drawings, 20 of each, 1,460 copies, at 35 cents...	511 00	
Inserting plates, &c., 1,460 copies, at $5 per 1,000..	7 30	
		555 3
Printing 50 specifications, issue of July 30, 1861, 20 copies of each, 126 pages, at 20 cents.....	25 20	
52 drawings, 20 of each, 1,040 copies, at 35 cents....	364 00	
Inserting plates, &c., 1,040 copies, at $5 per 1,000..	5 20	
		394 4
Printing 56 specifications, issue of August 6, 1861, 20 copies of each, 160 pages, at 20 cents.....	32 00	
60 drawings, 20 of each, 1,200 copies, at 35 cents....	420 00	
Inserting plates, &c., 1,200 copies at $5 per 1,000...	6 00	
		458 0
Printing 59 specifications, issue of August 13, 1861, 20 copies of each, 149 pages, at 20 cents.....	29 80	
58 sheets drawings, 20 of each, 1,160 copies, at 35 cents	406 00	
Inserting plates, &c., 1,160 copies, at $5 per 1,000..	5 80	
		441 0

g 61 specifications, issue of August 20, 1861,		
pies of each, 174 pages, at 20 cents.....	$34 80	
vings, 20 of each, 1,220 copies, at 35 cents...	427 00	
ıg plates, &c., 1,220 copies, at $5 per 1,000..	6 10	
		$467 90
g 51 specifications, issue of August 27, 1860,		
pies of each, 143 pages, at 20 cents.....	28 60	
vings, 20 of each, 980 copies, at 35 cents	343 00	
ıg plates, &c., 980 copies, at $5 per 1,000....	4 90	
		376 50
g 55 specifications, issue of September 30, 1861,		
pies of each, 151 pages, at 20 cents.....	30 20	
vings, 20 of each, 1,020 copies, at 35 cents...	357 00	
ıg plates, &c., 1,020 copies, at $5 per 1,000..	5 10	
		392 30
g 58 specifications, issue of September 10, 1861,		
pies of each, 152 pages, at 20 cents.....	30 40	
vings, 20 of each, 1,200 copies, at 35 cents...	420 00	
ıg plates, &c., 1,200 copies, $5 per 1,000.....	6 00	
		456 40
g 42 specifications, issue of September 17, 1861,		
pies of each, 105 pages, at 20 cents.....	21 00	
vings, 20 of each, 760 copies, at 35 cents.....	266 00	
ıg plates, &c., 760 copies, at $5 per 1,000....	3 80	
		290 80
g 47 specifications, issue of September 24, 1861,		
pies of each, 122 pages, at 20 cents.....	24 40	
vings, 20 of each, 960 copies, at 35 cents.....	336 00	
ıg plates, &c., 960 copies, at $5 per 1,000....	4 80	
		365 20
g 53 specifications, issue of October 8, 1861,		
pies of each, 136 pages, at 20 cents.....	27 20	
ts drawings, 20 of each, 1,000 copies, at 35 cents	350 00	
ıg plates, &c., 1,000 copies, at $5 per 1,000...	5 00	
		382 20
g 98 specifications, issue of March 26, 1861,		
pies of each, 251 pages, at 20 cents.....	50 20	
wings, 20 copies of each, 2,000 copies, at 35 cents	700 00	
ıg plates, &c., 2,000 copies, at $5 per 1,000...	10 00	
		760 20
g 50 specifications, issue of October 1, 1861,		
pies of each, 147 pages, at 20 cents.....	29 40	
ings, 20 of each, 1,100 copies, at 35 cents...	385 00	
g plates, &c., 1,100 copies, at $5 per 1,000...	5 50	
		419 90
g 59 specifications, issue of October 22, 1861,		
pies of each, 146 pages, at 20 cents.....	29 20	
ings. 20 of each, 1,160 copies, at 35 cents...	406 00	
g plates, &c., 1,160 copies, at $5 per 1,000...	5 80	
		441 00
s of plate No. 2, of 1,606, of June 25, at 35 cts.		7 00
g 72 specifications, issue of March 5, 1861,		
pies of each, 194 pages, at 20 cents.....	38 80	
ings, 20 of each, 1,340 copies, at 35 cents...	469 00	
g plates, &c., 1,340 copies, at $5 per 1,000...	6 70	
		514 50

Printing 78 specifications, issue of April 16, 1861, 20 copies of each, 238 pages, at 20 cents.....	$47 60	
81 drawings, 20 of each, 1,600 copies, at 35 cents....	567 00	
Inserting plates, &c., 1,620 copies, at $5 per 1,000..	8 10	
		$622
Printing 39 specifications, issue of October 15, 1861, 20 copies of each, 94 pages, at 20 cents.....	18 80	
41 drawings, 20 of each, 820 copies, at 35 cents.....	287 00	
Inserting plates, &c., 820 copies, at $5 per 1,000	4 10	
		309
Printing 69 specifications, issue of October 29, 1861, 20 copies of each, 182 pages, at 20 cents..... ...	36 40	
69 drawings, 20 of each, 1,380 copies, at 35 cents ..	483 00	
Inserting plates, &c., 1,380 copies, at $5 per 1,000....	6 90	
		526
Printing 84 specifications, issue of March 19, 1861, 20 copies of each, 215 pages, at 20 cents.....	43 00	
87 drawings, 20 of each, 1,740 copies, at 35 cents...	609 00	
Inserting plates, &c., 1,740 copies, at $5 per 1,000...	8 70	
		660
Printing 86 specifications, issue of April 2, 1861, 20 copies of each, 225 pages, at 20 cents.....	45 00	
88 drawings, 20 of each, 1,760 copies, at 35 cents...	616 00	
Inserting plates, &c., 1,760 copies, at $5 per 1,000..	8 80	
		669
Printing 103 specifications, issue of April 9, 1861, 20 copies of each, 295 pages, at 20 cents.....	59 00	
112 drawings, 20 of each, 2,240 copies, at 35 cents..	784 00	
Inserting plates, &c., 2,240 copies, at $5 per 1,000 ..	11 20	
		854
Printing 52 specifications, issue of May 7, 1861, 20 copies of each, 129 pages, at 20 cents	25 80	
54 drawings, 20 of each, 1,080 copies, at 35 cents ...	378 00	
Inserting plates, &c., 1,080 copies, at $5 per 1,000...	5 40	
		409
Printing 76 specifications, issue of May 14, 1861, 20 copies of each, 217 pages, at 20 cents.....	43 40	
80 drawings, 20 of each, 1,600 copies, at 35 cents...	560 00	
Inserting plates, &c., 1,600 copies, at $5 per 1,000...	8 00	
		611
Printing 72 specifications, issue of April 30, 1861, 20 copies of each, 214 pages, at 20 cents.....	42 80	
80 drawings, 20 of each, 1,600 copies, at 35 cents...	560 00	
Inserting plates, &c., 1,600 copies, at $5 per 1,000...	8 00	
		610
Printing 67 specifications, issue of May 21, 1861, 20 copies of each, 195 pages, at 20 cents.....	39 00	
71 drawings, 20 of each, 1,420 copies, at 35 cents...	497 00	
Inserting plates, &c., 1,420 copies, at $5 per 1,000...	7 10	
		543
Printing 65 specifications, issue of May 28, 1861, 20 copies of each, 168 pages, at 20 cents.....	33 60	

69 drawings, 20 of each, 1,380 copies, at 35 cents...	$483 00	
Inserting plates, &c., 1,380 copies, at $5 per 1,000...	6 90	
		$523 50
		17,466 10
10 copies of the patents cost.....		$17,087 27
20 copies of the patents cost.....		17,466 10
Total cost of 30 copies.....		34,553 37

APPENDIX E.

Articles of agreement entered into this 3d day of April, 1861, between George S. Gideon, of the one part, and D. P. Holloway, Commissioner of Patents, acting for and on behalf of the United States, of the other part, witnesseth: That the said Gideon agrees and binds himself that he will print ten copies of the descriptions and claims of patents granted by the Patent Office, and ten copies of the drawings of the same, when drawings shall accompany the patents; and he obliges himself to execute said work faithfully, and in the style of the printed specifications of the Great Seal Patent Office, England, the text to be printed in small pica, leaded, and the drawings of the size of the originals. In consideration whereof, the said party of the second part agrees that the United States shall pay the party of the first part the sum of two cents per hundred words for each of said copies, and the cost of the drawings shall not exceed fifty cents per copy; the whole in accordance with section 14 of the "Act in addition to 'An act to promote the progress of the useful arts,'" approved 2d March, 1861.

In testimony whereof, the said parties have hereunto set their hands the day and year above written.

GEO. S. GIDEON.
D. P. HOLLOWAY,
Commissioner of Patents.

Witness:
S. T. SHUGERT.

APPENDIX F.

Statement of money paid by S. T. Shugert, Acting Commissioner of Patents, for temporary clerks, during the quarter ending March 31, 1861.

No. of voucher.	Name.	Amount.	No. of voucher.	Name.	Amount.
1	C. H. Barton	$29 30	54	M. G. Meldrum	$116 00
2	E H. Adams	90 80	55	H. O. Brigham	133 00
3	M. McKenna	57 10	56	R. C. Weightman	116 00
4	S. D. Leib	98 20	57	J. F. Gordon	116 00
5	L. Adams	14 00	58	J. B. Loomis	116 00
6	H. O. Brigham	133 00	59	A. H. Mechlin	116 00
7	W. F. Hall	117 00	60	C. Mahon	116 00
8	R. C. Weightman	116 00	61	J. T. Moss	116 00
9	J. F. Gordon	116 00	62	L. Bosworth	116 00
10	L Bosworth	116 00	63	Wm. F. Hall	116 00
11	C. Mahon	116 00	64	R. Betts	116 00
12	J. B. Loomis	116 00	65	S. D. Leib	116 00
13	A. H. Mechlin	116 00	66	J. H. Gantt	116 00
14	H. Edelin	116 00	67	J. L. Adams	116 00
15	Samuel D. Leib	116 00	68	S. S. Thomas	100 00
16	R. Betts	116 00	69	F. Saxty	100 00
17	J. T. Moss	116 00	70	W. P. Bell	100 00
18	J. H. Gantt	116 00	71	Wm. McNeir	100 00
19	W. G. Meldrum	116 00	72	Wm. M. McCauley	90 00
20	J. L. Adams	116 00	73	J. H. Phillips	124 50
21	Wm. McNeir	100 00	74	G. A. C. Smith	103 00
22	F. Saxty	100 00	75	C. H. Parmelee	101 00
23	W. P. Bell	100 00	76	Henry McCormick	32 50
24	S. S. Thomas	100 00	77	H. Edelin	112 08
25	Wm. M. McCauley	90 00	78	S. M. Poole	108 08
26	J. H. Phillips	133 50	79	J. S. Ewbank	100 35
27	C. N. Parmelee	116 50	80	A. C. Klink	100 00
28	G. A. C Smith	116 00	81	R. G Campbell	91 90
29	T. C. Johnston	104 00	82	E. H. Adams	90 00
30	Henry McCormick	103 00	83	C. L. Jones	89 45
31	S. M. Poole	114 05	84	S. E. Duvall	87 38
32	J. L. Reily	111 77	85	M. L Upperman	77 25
33	R G. Campbell	102 68	86	S. A. Lawrence	72 00
34	Jas. S. Ewbank	100 20	87	J. L. Reily	68 04
35	E. Evans	100 00	88	H. C. Bradford	67 00
36	A. C. Klink	100 00	89	E. Evans	56 87
37	S. E. Duvall	99 82	90	M. McKenna	53 75
38	C. L Jones	91 00	91	T. Powell	48 65
39	S. A. Lawrence	87 81	92	J. A. W. Turner	43 80
40	Tyler Powell	85 94	93	G. D Bronough	38 00
41	M. L. Upperman	84 42	94	M. Johns	37 34
42	H. C. Bradford	83 35	95	I. W. Johnston	36 55
43	M. McKenna	63 00	96	C. H. Barton	28 65
44	C. H. Barton	50 75	97	L. Adams	26 60
45	R. McLaughlin	35 97	98	H L. Jillson	20 68
46	G. D. Bronough	33 71	89	K. Hamersly	15 50
47	I. W. Johnston	31 45	100	E C. Parmelee	15 00
48	H. L Jillson	21 39	101	A. E. Adams	10 00
49	M. Johns	19 00	102	M. Granger	5 54
50	K. Hamersly	7 00	103	W. F. Shugert	100 00
51	M. Granger	4 17	104	H. O. Brigham	134 00
52	A. Houston	36 75	105	R. C. Weightman	118 00
53	R. McLaughlin	2 36	106	R. M. Betts	118 00

F.—*Statement of money paid by S. T. Shugert, &c.*—Continued.

No. of voucher.	Name.	Amount.	No. of voucher.	Name.	Amount.
107	Wm. F. Hall	$117 00	129	H. C. Bradford	$103 70
108	L Bosworth	118 00	130	M. G. Meldrum	101 35
109	J. F Gordon	118 00	131	E. Evans	100 00
110	A. H. Mechlin	118 00	132	A. C. Klink	100 00
111	J. B Loomis	118 00	133	J. S. Ewbank	99 45
112	C. Mahon	118 00	134	H. Edelin	97 95
113	J H. Gantt	118 00	135	S. A Lawrence	90 52
114	J. L Adams	118 00	136	M. L. Upperman	76 41
115	R. Betts	118 00	137	S. E. Duvall	70 73
116	F. Saxty	100 00	138	Henry McCormick	54 00
117	W P. Bell	100 00	139	M. McKenna	52 30
118	S. S. Thomas	100 00	140	T. Powell	50 18
119	Wm. McNeir	100 00	141	G. D. Bronough	47 78
120	Wm. M. McCauley	90 00	142	I. W. Johnston	34 35
121	J. H. Phillips	143 00	143	L. Adams	28 00
122	G. A. C. Smith	128 50	144	K. Hamersly	26 75
123	C. N. Parmelee	131 50	145	C. H. Barton	23 55
124	R. G. Campbell	140 82	146	M. Johns	18 35
125	S M Poole	118 14	147	M. Granger	5 37
126	S. D. Leib	117 00	148	D. Pool	4 06
127	C. L. Jones	116 95			
128	J. L. Reily	112 63			12,783 77

F—Continued.

Statement of money paid by D. P. Holloway, Commissioner of Patents, for temporary clerks, from April 1, 1861, *to December* 31, 1862.

Names.	Amount.	Names.	Amount.
T. Powell	$8 87	M. G. Meldrum	$116 00
Mary W. Jamesson	35 07	A. H. Mechlin	116 00
A. C. Tonner	13 30	H. Edelin	116 00
James L. Reily	10 93	C. N. Parmelee	112 50
E. H. Adams	163 40	F. J. Stratton	107 20
J. H. Gantt	68 37	S. M. Poole	106 12
M. L. Upperman	32 43	A. C. Klink	100 00
McClees & Co	5 00	S. S. Thomas	100 00
H. O. Brigham	133 00	J. A. McKean	100 00
S. D. Leib	117 33	M. McKenna	41 65
R. C. Weightman	116 00	C. L. Jones	91 64
L. Bosworth	116 00	James Fishback	77 05
J. L. Adams	116 00	J. H. Phillips	73 50
William F. Hall	116 00	W. P. Bell	73 33
C. Mahon	116 00	A. T. Sangston	72 00
R. M. Betts	116 00	William McNeir	70 00
R. Betts	116 00	R. O. Dormer	63 18
R. G. Campbell	116 00	C. H. Barton	50 00

F.—*Statement of money paid by D. P. Holloway, &c.*—Continued.

Names.	Amount.	Names.	Amount.
G. A. C. Smith	$47 00	A. C. Klink	$100 00
S. E. Duvall	44 50	J. A. McKean	100 00
B. G. Bangs	40 90	G. F. McCallmont	100 00
E. J. Underwood	38 61	E. Evans	100 00
J. A. W. Turner	37 05	R. G. Campbell	108 88
J. W. Johnston	33 30	E. W. Jones	94 30
M. M. Muldaur	33 30	R. O. Dormer	89 38
G. F. McCallmont	30 00	A. T. Sangston	83 00
M. French	27 80	J. S. Ewbank	81 25
M. Johns	26 96	F. Thompson	56 00
H. W. Throckmorton	26 10	S. E. Duvall	54 37
K. Hamersly	19 05	H. Locke	53 33
Henry McCormick	15 50	C. H. Barton	50 00
E. H. Craven	15 15	M. G. Meldrum	50 00
R. E. Hyatt	14 20	F. J. Jones	50 00
E. Hyatt	14 15	Laura V. Tayman	47 90
M. Granger	6 93	H. W. Smith	46 15
H. L. Jillson	4 80	William Bebb	44 33
E. Evans	100 00	J. E. Mendenhall	43 13
F. Saxty	60 00	L. P. Haskell	38 34
C. Mahon	11 50	H. W. Throckmorton	38 26
James S. Ewbank	100 02	K. Hamersly	30 25
F. Thompson	19 00	M. A. Potter	35 05
J. B. Loomis	116 00	M. French	27 70
J. F. Gordon	116 00	E. Hyatt	25 15
E. Hyatt	15 55	M. Johns	25 00
R. E. Hyatt	17 20	E. H. Craven	23 20
S. M. Poole	21 50	A. Y. Hooper	20 75
R. G. Banks, jr	37 75	I. A. Cooke	20 50
H. O. Brigham	133 00	M. McKenna	20 30
F. J. Stratton	122 50	A. Moss	19 45
R. C. Weightman	116 00	R. E. Hyatt	19 05
H. Edelin	116 00	S. A. Lawrence	17 61
R. Betts	116 00	M. Granger	14 27
J. F. Gordon	116 00	W. F. Hall	62 68
A. H. Mechlin	116 00	J. L. Adams	50 14
L. Bosworth	116 00	H. F. Reed	28 75
E. J. Underwood	79 43	H. L. Jillson	3 75
J. B. Loomis	116 00	J. A. McKean	151 90
J. L. Adams	116 00	F. J. Stratton	144 30
R. M. Betts	116 00	H. O. Brigham	134 00
William F. Hall	116 00	William Bebb	133 33
S. D. Leib	115 67	R. O. Dormer	125 51
J. H. Phillips	137 50	R. C. Weightman	118 00
C. N. Parmelee	113 00	William F. Hall	118 00
G. A. C. Smith	36 50	J. F. Gordon	118 00
S. S. Thomas	100 00	J. B. Loomis	118 00
T. H. Sypherd	100 00	L. Bosworth	118 00
E. W. W. Griffin	100 00	R. Betts	118 00

F.—*Statement of money paid by D. P. Holloway, &c.*—Continued.

Names.	Amount.	Names.	Amount.
S. D. Leib	$117 00	H. F. Read	$12 50
J. L. Adams	116 00	E. Hyatt	42 45
E. Evans	100 00	R. E. Hyatt	25 30
A. C. Klink	100 00	M. Harris	28 20
S. S. Thomas	100 00	E. Toney	27 55
E. W. Jones	100 00	H. Edelin	50 75
T. H. Sypherd	100 00	James S. Ewbank	7 65
H. W. Smith	100 00	S. S. Thomas	58 69
E. W. W. Griffin	100 00	H. O. Brigham	133 00
H. Locke	100 00	William Bebb	133 00
G. F. McCallmont	100 00	R. C. Weightman	116 00
G. A. C. Smith	77 83	J. B. Loomis	116 00
J. H. Phillips	96 25	L. Bosworth	116 00
J. S. Ewbank	118 72	R. Betts	116 00
C. N. Parmelee	124 50	W. F. Hall	116 00
A. T. Sangston	84 00	J. F. Gordon	116 00
H. Edelin	87 47	R. O. Dormer	100 00
R. M. Betts	88 07	F. J. Stratton	100 00
J. E. Mendenhall	98 25	G. F. McCallmont	100 00
S. A. Lawrence	99 94	H. W. Smith	100 00
R. G. Campbell	109 47	T. H. Sypherd	100 00
F. Thompson	65 15	H. Locke	100 00
E. J. Underwood	64 58	E. W. W. Griffin	100 00
M. G. Meldrum	60 37	E. G. Smith	100 00
M. McKenna	50 00	E. Evans	100 00
C. H. Barton	50 00	A. T. Sangston	83 00
M. M. Muldaur	42 30	J. A. McKean	100 17
M. Johns	39 75	S. D. Leib	131 48
L. V. Tayman	37 90	E. W. Jones	118 37
H. W. Throckmorton	35 54	R. G. Campbell	117 84
Mary A. Potter	34 90	A. C. Klink	100 00
J. E. Parish	34 80	J. H. Phillips	96 50
E. H. Craven	34 45	G. A. C. Smith	100 75
S. E. Duvall	33 82	C. N. Parmelee	116 50
K. Hamersly	29 12	J. L. Adams	85 40
M. French	28 65	S. A. Lawrence	71 00
I. A. Cooke	26 04	J. E. Mendenhall	65 12
L. P. Haskell	25 70	E. J. Underwood	62 62
A. Moss	25 00	F. Thompson	54 00
A. E. Ryder	20 55	H. W. Throckmorton	21 85
M. Granger	20 00	M. G. Meldrum	49 70
E. Y. Smith	20 00	M. French	40 50
B. G. Bangs	17 60	M. McKenna	40 15
C. M. Appleton	13 89	A. Moss	37 95
M. D. Peabody	12 20	F. J. Jones	34 60
S. C. Handy	10 80	C. H. Barton	32 85
M. E. Ogier	9 35	M. Harris	29 00
A. M. Richardson	3 30	I. A. Cooke	23 50
F. J. Jones	49 75	A. E. Ryder	21 95

F.—*Statement of money paid by D. P. Holloway, &c.*—Continued.

Names.	Amount.	Names.	Amount.
S. Handy	$16 25	M. French	$25 00
M. Johns	19 08	F. J. Jones	3 90
M. A. Potter	16 55	M. E. Ogier	4 40
E. Hyatt	16 55	A. E. Ryder	13 05
R. E. Hyatt	14 95	F. Thompson	48 35
L. V. Tayman	13 00	M. M. Muldaur	29 85
K. Hamersly	12 55	E. Hyatt	28 85
M. D. Peabody	12 50	R. E. Hyatt	32 40
M. Granger	10 45	C. H. Barton	64 80
E. H. Craven	9 35	Mary Harris	44 05
M. E. Ogier	8 50	Mary D. Peabody	21 60
J. E. Parish	4 80	Laura V. Tayman	15 95
H. L. Jillson	2 40	A. M. Richardson	12 05
S. E. Duvall	50 00	S. E. Duvall	39 36
A. E. Ryder	9 55	Jennie E. Parish	43 45
H. O. Brigham	50 00	E. H. Craven	45 00
S. Handy	6 05	McClees Gallery	11 00
M. McKenna	10 85	L. P. Haskell	26 70
A. E. Peck	21 50	William Bebb	116 66
William Bebb	133 00	R. C. Weightman	100 00
R. C. Weightman	117 33	J. E. Mendenhall	100 00
L. Bosworth	117 33	E. Evans	100 00
W. F. Hall	117 33	R. Betts	100 00
R. Betts	117 00	L. Bosworth	100 00
E. Evans	100 00	W. F. Hall	100 00
H. Locke	100 00	E. G. Smith	100 00
H. W. Smith	100 00	H. Locke	100 00
T. H. Sypherd	100 00	T. H. Sypherd	100 00
E. W. W. Griffin	100 00	E. W. W. Griffin	100 00
A. C. Klink	100 00	J. H. Phillips	114 00
E. G. Smith	100 00	G. A. C. Smith	47 60
R. O. Dormer	100 00	C. N. Parmelee	100 00
G. F. McCallmont	100 00	F. J. Stratton	100 03
F. J. Stratton	100 00	J. A. McKean	59 88
J. H. Phillips	120 50	R. G. Campbell	47 45
G. A. C. Smith	70 00	H. W. Throckmorton	25 76
C. N. Parmelee	116 00	E. J. Underwood	16 20
R. G. Campbell	105 37	A. C. Klink	100 00
J. E. Mendenhall	96 50	J. W. Krepps	83 33
A. T. Sangston	84 00	A. T. Sangston	83 00
J. A. McKean	62 15	R. O. Dormer	82 82
S. A. Lawrence	45 22	S. A. Lawrence	32 00
H. W. Throckmorton	33 45	Martha French	25 00
E. J. Underwood	29 45	M. Johns	18 81
M. Johns	22 68	I. A. Cooke	20 08
M. G. Meldrum	53 00	A. Moss	25 00
Mary A. Potter	36 05	S. E. Duvall	20 50
Annie Moss	25 00	A. E. Ryder	3 96
I. A. Cooke	25 00	M. G. Meldrum	47 52

F.—*Statement of money paid by D. P. Holloway, &c.*—Continued.

Names.	Amount.	Names.	Amount.
E. H. Craven	$40 60	Annie Moss	$25 00
J. E. Parish	40 60	M. A. Griffin	24 50
L. Weed	10 32	Mary D. Peabody	18 28
L. P. Haskell	16 92	J. Weed	10 24
C. H. Barton	38 56	A. M. Richardson	8 00
S. L. Weightman	15 36	I. A. Cooke	23 33
Ann Hanson	9 00	A. C. Klink	93 39
F. Thompson	38 40	L. P. Haskell	16 68
M. M. Muldaur	22 40	F. J. Jones	18 12
E. Hyatt	19 52	M. Johns	11 96
R. E. Hyatt	17 72	A. E. Peck	7 64
Mary Harris	18 48	V. Jones	16 00
V. Jones	12 12	E. Hyatt	32 72
Mary D. Peabody	10 96	R. E. Hyatt	27 60
A. M. Richardson	14 24	M. M. Muldaur	16 32
F. J. Jones	10 00	S. L. Weightman	55 00
G. F. McCallmont	100 00	Ann Hanson	46 08
G. C. Schaeffer	7 10	William Bebb	116 66
William Bebb	116 66	R. C. Weightman	100 00
R. C. Weightman	100 00	R. Betts	100 00
J. E. Mendenhall	100 00	L. Bosworth	100 00
L. Bosworth	100 00	C. N. Parmelee	100 00
R. Betts	100 00	W. F. Hall	100 00
William F. Hall	100 00	H. Locke	100 00
T. H. Sypherd	100 00	E. G. Smith	100 00
G. F. McCallmont	100 00	J. E. Mendenhall	100 00
E. Evans	100 00	E. Evans	100 00
E. W. W. Griffin	100 00	T. H. Sypherd	100 00
H. Locke	100 00	G. F. McCallmont	100 00
E. G. Smith	100 00	E. W. W. Griffin	100 00
C. N. Parmelee	100 00	J. W. Krepps	84 00
J. H. Phillips	111 60	A. T. Sangston	83 00
G. A. C. Smith	102 40	J. H. Phillips	113 60
J. W. Krepps	83 00	G. A. C. Smith	96 00
A. T. Sangston	83 00	G. C. Lambright	89 40
R. O. Dormer	82 43	A. C. Klink	106 60
R. G. Campbell	76 57	R. O. Dormer	88 80
F. J. Stratton	57 08	F. J. Stratton	75 04
J. A. McKean	50 86	J. A. McKean	74 56
S. A. Lawrence	47 00	S. A. Lawrence	38 60
E. J. Underwood	23 24	H. W. Throckmorton	28 80
H. W. Throckmorton	19 45	E. J. Underwood	26 25
F. Thompson	48 80	R. G. Campbell	67 72
C. H. Barton	48 00	F. Thompson	43 56
E. H. Craven	39 20	C. H. Barton	42 00
J. E. Parish	39 20	M. G. Meldrum	41 48
M. G. Meldrum	38 00	I. A. Cooke	35 20
S. E. Duvall	30 75	J. E. Parish	31 52
M. French	25 00	E. H. Craven	31 52

F.—*Statement of money paid by D. P. Holloway, &c.*—Continued.

Names.	Amount.	Names.	Amount.
H. L. Jones	$29 90	J. E. Parish	$29 12
Annie Moss	25 00	E. H. Craven	29 12
M. French	25 00	Annie Moss	25 00
E. Hyatt	24 40	M. French	25 00
R. E. Hyatt	24 40	E. Hyatt	22 00
M. Harris	24 24	R. E. Hyatt	18 24
L. P. Haskell	23 20	M. D. Peabody	20 80
M. D. Peabody	20 00	Mary Harris	20 00
Lizzie Weed	19 28	A. J. Johnston	20 00
V. Jones	18 00	Jennie L. Wall	17 80
M. M. Muldaur	17 60	Lizzie Weed	17 60
S. E. Duvall	10 40	M. C. Muldaur	17 36
Kate Hamersly	7 60	V. Jones	16 00
Annie E. Peck	5 50	L. P. Haskell	16 00
M. A. Griffin	17 60	A. E. Peck	14 20
Ann Hanson	22 68	S. E. Duvall	12 40
S. L. Weightman	53 28	M. A. Griffin	12 00
W. Bebb	116 68	Kate Hamersly	8 80
R. C. Weightman	100 00	S. L. Weightman	18 00
L. Bosworth	100 00	A. Hanson	30 40
C. N. Parmelee	100 00	Do	7 92
H. W. Mendenhall	100 00	Edward Bebb	400 00
W. F. Hall	100 00	William Bebb	116 66
E. G. Smith	100 00	R. C. Weightman	100 00
H. Locke	100 00	Lewis Bosworth	100 00
George F. McCallmont	100 00	W. F. Hall	100 00
A. C. Klink	100 00	R. Betts	100 00
R. Betts	100 00	A. C. Klink	100 00
E. W. W. Griffin	100 00	T. H. Sypherd	100 00
E. Evans	100 00	E. Evans	100 00
T. H. Sypherd	100 00	G. McCallmont	100 00
J. H. Phillips	106 40	E. G. Smith	100 00
G. A. C. Smith	74 40	R. O. Dormer	100 00
George C. Lambright	63 80	C. N. Parmelee	100 00
A. T. Sangston	84 00	H. W. Mendenhall	100 00
J. W. Krepps	83 00	E. W. W. Griffin	100 00
H. W. Throckmorton	83 00	H. Locke	100 00
R. O. Dormer	106 35	H. L. Jones	100 00
R. G. Campbell	97 00	J. A. McKean	100 00
J. A. McKean	96 85	A. L. Hayes	100 00
F. J. Stratton	96 58	A. T. Sangston	83 00
S. A. Lawrence	56 68	J. W. Krepps	83 00
H. L. Jones	48 13	J. H. Phillips	83 60
T. Hagerty	36 67	G. A. C. Smith	60 00
E. J. Underwood	34 80	G. C. Lambright	39 20
M. G. Meldrum	45 44	R. G. Campbell	107 48
C. H. Barton	40 00	H. W. Throckmorton	96 64
F. Thompson	36 08	F. J. Stratton	86 80
I. A. Cooke	30 40	Thomas Hagerty	82 00

F.—*Statement of money paid by D. P. Holloway, &c.*—Continued.

Names.	Amount.	Names.	Amount.
S. A. Lawrence	$59 44	F. J. Stratton	$86 04
E. J. Underwood	31 76	H. W. Throckmorton	69 14
Charles L. Coombs	100 00	S. A. Lawrence	63 60
F. Thompson	54 12	C. L. Coombs	50 00
C. H. Barton	52 40	E. J. Underwood	46 40
Jennie E. Parish	46 64	Thomas Hagerty	23 81
E. H. Craven	46 64	M. G. Meldrum	47 20
M. G. Meldrum	42 40	Isabella A. Cooke	47 00
S. E. Duvall	34 56	F. Thompson	45 68
I. A. Cooke	32 28	Jennie E. Parish	45 36
E. Hyatt	30 00	E. H. Craven	45 36
R. E. Hyatt	28 00	H. L. Jones	39 12
M. M. Muldaur	26 80	E. Hyatt	30 24
Lizzie Weed	25 28	R. E. Hyatt	28 80
Annie Moss	25 00	Lizzie Weed	28 00
Martha French	25 00	Mary Harris	25 60
A. E. Peck	21 48	Annie Moss	25 00
V. Jones	20 00	Martha French	25 00
M. A. Griffin	17 72	M. M. Muldaur	23 72
Mary Harris	13 36	A. E. Peck	22 48
Kate E. Hamersly	11 40	M. D. Peabody	20 52
A. J. Johnson	8 20	V. Jones	17 32
Mary D. Peabody	25 48	Kate E. Hamersly	14 20
L. P. Haskell	20 40	S. E. Duvall	12 28
C. M. Appleton	7 00	M. A. Griffin	5 28
C. H. Barton	34 88	Jennie L. Wall	7 64
R. C. Weightman	100 00	L. P. Haskell	22 40
Lewis Bosworth	100 00	A. J. Johnston	21 00
H. W. Mendenhall	100 00	Nicholas H. Schram	50 00
A. C. Klink	100 00	A. L. Hayes	51 00
R. Betts	100 00	R. C. Weightman	100 00
W. F. Hall	100 00	W. F. Hall	100 00
E. G. Smith	100 00	Royston Betts	100 00
George McCallmont	100 00	C. N. Parmelee	100 00
C. N. Parmelee	100 00	L. Bosworth	100 00
E. Bebb	100 00	E. Evans	100 00
T. N. Sypherd	100 00	E. G. Smith	100 00
E. Evans	100 00	H. W. Mendenhall	100 00
E. W. W. Griffin	100 00	E. W. W. Griffin	100 00
A. L. Hayes	100 00	H. Locke	100 00
Hartwell Locke	100 00	T. H. Sypherd	100 00
A. T. Sangston	83 00	G. McCallmont	100 00
J. W. Krepps	83 00	E. Bebb	100 00
J. H. Phillips	55 20	A. C. Klink	100 00
G. C. Lambright	42 80	A. T. Sangston	84 00
G. A. C. Smith	57 60	J. W. Krepps	84 00
R. G. Campbell	105 20	J. H. Phillips	103 40
J. A. McKean	99 40	G. A. C. Smith	70 80
R. O. Dormer	86 40	G. C. Lambright	62 80

F.—*Statement of money paid by D. P. Holloway, &c.*—Continued.

Names.	Amount.	Names.	Amount.
H. W. Throckmorton	$116 68	N. H. Schram	$100 00
R. G. Campbell	108 24	A. T. Sangston	83 00
J. A. McKean	107 62	James W. Krepps	83 00
F. J. Stratton	100 48	J. H. Phillips	102 60
R. O. Dormer	72 96	G. A. C. Smith	82 80
S. A. Lawrence	66 56	G. C. Lambright	80 80
E. J. Underwood	52 00	R. G. Campbell	116 00
C. L. Coombs	50 00	F. J. Stratton	104 50
C. H. Barton	59 56	H. W. Throckmorton	104 00
T. Hagerty	53 60	R. O. Dormer	89 20
M. G. Meldrum	46 80	J. A. McKean	89 10
Jennie E. Parish	43 88	S. A. Lawrence	59 60
E. H. Craven	43 88	E. J. Underwood	55 00
H. L. Jones	42 84	C. L. Coombs	50 00
F. Thompson	42 64	Thomas Hagerty	50 00
I. A. Cooke	32 00	Isabella A. Cooke	72 00
E. Hyatt	32 00	C. H. Barton	61 20
R. E. Hyatt	30 56	M. G. Meldrum	56 80
V. Jones	30 00	F. Thompson	56 00
S. E. Duvall	29 48	J. E. Parish	54 40
M. French	25 00	E. H. Craven	54 40
Annie Moss	25 00	H. L. Jones	52 80
M. M. Muldaur	21 60	Ella R. Parker	40 80
Mary D. Peabody	18 08	R. E. Hyatt	40 00
A. E. Peck	17 40	E. Hyatt	36 80
Lizzie Weed	17 32	V. Jones	30 00
E. R. Parker	17 24	M. French	25 00
Kate E. Hamersly	16 52	Annie Moss	25 00
L. P. Haskell	16 08	L. Weed	25 00
M. A. Griffin	15 08	S. E. Duvall	28 80
A. J. Johnston	10 00	M. M. Muldaur	24 40
M. Harris	6 04	C. M. Melville	24 00
E. M. Melville	5 00	A. E. Peck	22 40
N. H. Schram	17 00	Kate Hamersly	14 10
A. G. Wilkinson	9 50	M. A. Griffin	16 80
R. C. Weightman	100 00	Mary D. Peabody	25 00
L. Bosworth	100 00	A. J. Johnston	20 00
Edward Bebb	100 00	L. P. Haskell	24 00
C. N. Parmelee	100 00	C. M. Appleton	4 00
E. Evans	100 00	R. C. Weightman	100 00
William F. Hall	100 00	L. Bosworth	100 00
E. G. Smith	100 00	Edward Bebb	100 00
R. Betts	100 00	W. F. Hall	100 00
A. C. Klink	100 00	R. Betts	100 00
George McCallmont	100 00	E. Evans	100 00
H. W. Mendenhall	100 00	E. G. Smith	100 00
T. H. Sypherd	100 00	C. N. Parmelee	100 00
E. W. W. Griffin	100 00	E. W. W. Griffin	100 00
H. Locke	100 00	H. Locke	100 00

F.—*Statement of money paid by D. P. Holloway, &c.*—Continued.

Names.	Amount.	Names.	Amount.
H. W. Mendenhall	$100 00	R. Betts	$100 00
T. H. Sypherd	100 00	H. W. Mendenhall	100 00
George McCallmont	100 00	L. Bosworth	100 00
N. H. Schram	100 00	Edward Bebb	100 00
R. O. Dormer	100 00	N. H. Schram	100 00
H. L. Jones	95 00	T. H. Sypherd	100 00
J. A. McKean	100 00	J. A. McKean	100 00
A. T. Sangston	83 00	R. O. Dormer	100 00
J. W. Krepps	83 00	E. W. W. Griffin	100 00
J. H. Phillips	72 40	C. N. Parmelee	100 00
L. M. Childs	10 20	H. Locke	100 00
M. A. Griffin	17 20	E. G. Smith	100 00
A. E. Peck	17 60	George McCallmont	100 00
A. J. Johnston	19 20	H. L. Jones	100 00
G. A. C. Smith	62 40	A. T. Sangston	84 00
G. C. Lambright	52 40	James W. Krepps	84 00
F. J. Stratton	117 00	C. L. Coombs	50 00
R. G. Campbell	108 80	J. H. Phillips	82 40
A. C. Klink	101 00	G. A. C. Smith	85 06
H. W. Throckmorton	86.40	G. C. Lambright	70 00
C. L. Coombs	50.00	H. W. Throckmorton	96 60
E. J. Underwood	46 00	F. J. Stratton	89 60
S. A. Lawrence	43 40	R. G. Campbell	87 00
T. Hagerty	41 20	A. C. Klink	80 40
H. L. Jones	4 20	S. A. Lawrence	69 80
Isabella A. Cooke	55 20	E. J. Underwood	40 00
F. Thompson	53 20	Thomas Hagerty	41 00
M. G. Meldrum	45 80	I. A. Cooke	56 40
C. H. Barton	49 40	M. G. Meldrum	49 40
J. E. Parish	46 40	E. H. Craven	47 80
E. H. Craven	46 40	J. E. Parish	47 80
R. E. Hyatt	41 80	F. Thompson	47 40
E. Hyatt	36 00	Ella R. Parker	41 00
Ella R. Parker	36 80	E. Hyatt	34 20
Kate E. Hamersly	34 60	R. E. Hyatt	36 20
M. M. Muldaur	29 20	M. M. Muldaur	27 20
V. Jones	26 40	S. E. Duvall	26 80
Annie Moss	25 00	M. French	25 00
M. French	25 00	Annie Moss	25 00
L. P. Haskell	20 60	V. Jones	25 00
C. M. Melville	20 40	L. M. Childs	24 00
M. D. Peabody	20 00	K. Hamersly	21 20
Lizzie Weed	20 00	L. P. Haskell	20 80
S. E. Duvall	11 20	A. J. Johnston	18 80
A. G. Wilkinson	56 00	Lizzie Weed	18 00
T. H. Upperman	73 33	Mary D. Peabody	18 00
R. C. Weightman	100 00	M. A. Griffin	17 80
William F. Hall	100 00	A. E. Peck	16 00
E. Evans	100 00	C. M. Melville	15 20

F.—*Statement of money paid by D. P. Holloway, &c.*—Continued.

Names.	Amount.	Names.	Amount.
C. H. Barton	$49 60	Mary D. Peabody	$24 00
R. C. Weightman	116 00	M. M. Muldaur	23 20
L. Bosworth	116 66	Lizzie Weed	22 40
E. Bebb	100 00	L. P. Haskell	20 80
R. Betts	100 00	A. E. Peck	17 60
H. W. Mendenhall	100 00	Kate Hamersly	20 00
W. F. Hall	100 00	R. Betts	50 00
E. Evans	100 00	L. Bosworth	116 66
J. A. McKean	100 00	John K. Smith	116 00
T. H. Sypherd	100 00	R. C. Weightman	116 00
F. W. Ritter	100 00	W. F. Hall	100 00
R. O. Dormer	100 00	E. Evans	100 00
Thomas C. Smith	100 00	E. Bebb	100 00
N. H. Schram	100 00	F. W. Ritter	100 00
George McCallmont	100 00	T. H. Sypherd	100 00
E. G. Smith	100 00	R. O. Dormer	100 00
A. T. Sangston	100 00	J. A. McKean	100 00
J. W. Krepps	100 00	A. T. Sangston	100 00
E. W. W. Griffin	100 00	Thomas C. Smith	100 00
H. Locke	100 00	H. W. Mendenhall	100 00
H. L. Jones	100 00	E. W. W. Griffin	100 00
G. A. C. Smith	115 00	H. Locke	100 00
J. H. Phillips	129 00	H. L. Jones	100 00
G. C. Lambright	101 75	J. W. Jenkins	54 83
A. C. Klink	165 62	J. W. Krepps	100 00
R. G. Campbell	109 80	C. N. Parmelee	100 00
C. N. Parmelee	100 00	George McCallmont	100 00
H. W. Throckmorton	85 20	E. G. Smith	100 00
F. J. Stratton	80 00	William A. Hayes	100 00
S. A. Lawrence	72 00	G. A. C. Smith	100 00
E. J. Underwood	56 80	Do	18 00
C. L. Coombs	50 00	J. H. Phillips	139 00
Thomas Hagerty	41 40	G. C. Lambright	124 00
I. A. Cooke	76 40	R. G. Campbell	100 00
C. H. Barton	57 00	A. C. Klink	98 20
F. Thompson	54 40	F. J. Stratton	77 40
M. G. Meldrum	54 40	S. A. Lawrence	72 00
J. E. Parish	52 00	H. W. Throckmorton	65 80
E. H. Craven	52 00	C. L. Coombs	50 00
E. Hyatt	41 20	E. J. Underwood	39 40
R. E. Hyatt	37 60	I. A. Cooke	57 60
Martha French	35 00	C. H. Barton	48 00
Ella R. Parker	30 20	J. E. Parish	45 40
V. Jones	30 00	E. H. Craven	45 40
M. A. Griffin	29 60	M G. Meldrum	44 00
S. E. Duvall	28 80	F. Thompson	40 00
L. M. Childs	26 00	M. French	35 00
A. J. Johnson	25 20	M. M. Muldaur	28 00
Annie Moss	25 00	A. E. Washington	28 80

F.—*Statement of money paid by D. P. Holloway, &c.*—Continued.

Names.	Amount	Names.	Amount.
R. E. Hyatt	$28 80	E. J. Underwood	$45 20
E. Hyatt	25 20	C. H. Barton	48 60
M. A. Griffin	26 40	J. E. Parish	44 20
C. M. Melville	25 60	E. H. Craven	44 20
Annie Moss	25 00	Isabella A. Cooke	41 80
V. Jones	22 60	A. E. Washington	41 80
Ella R. Parker	20 20	M. G. Meldrum	39 60
M. D. Peabody	20 00	F. Thompson	38 60
L. C. Childs	19 20	M. French	35 00
A. J. Johnston	16 40	E. T. Upperman	31 00
A. E. Peck	11 80	E. Hyatt	26 80
Lizzie Weed	9 80	R. E Hyatt	21 00
Kate Hamersly	8 60	M. A. Griffin	23 20
A. Bradford	6 12	Annie Moss	25 00
A. G. Wilkinson	14 20	Ella R. Parker	22 80
S. E. Duvall	13 00	A. Bradford	19 20
N. H. Schram	100 00	A. J. Johnston	16 80
L. P. Haskell	5 80	L. P. Haskell	16 60
R. C. Weightman	118 00	M. M. Muldaur	16 20
John K. Smith	118 00	M. D. Peabody	16 20
L. Bosworth	116 68	Lizzie Weed	12 80
E. Evans	100 00	V. Jones	9 60
Thomas C. Smith	100 00	S. E. Duvall	8 20
N. H. Schram	100 00	John K. Smith	20 89
H. W. Mendenhall	100 00	A. E. Peck	2 40
George McCallmont	100 00	A. G. Wilkinson	34 75
E. Bebb	100 00	R. C. Weightman	116 66
J. A. McKean	100 00	J. K. Smith	116 66
C. N. Parmelee	100 00	L. Bosworth	116 66
J. W. Krepps	100 00	Edward Evans	100 00
J. W. Jenkins	100 00	Thomas C. Smith	100 00
A. T. Sangston	100 00	N. H. Schram	100 00
E. W. W. Griffin	100 00	H. W. Mendenhall	100 00
H. L. Jones	100 00	George McCallmont	100 00
E. G. Smith	100 00	E. Bebb	100 00
William T. Hall	100 00	J. A. McKean	100 00
A. C. Klink	100 00	C. N. Parmelee	100 00
F. W. Ritter	100 00	J. W. Krepps	100 00
T. H. Sypherd	100 00	J. W. Jenkins	100 00
R. O. Dormer	100 00	A. T. Sangston	100 00
N. W. Hilborn	100 00	E. W. W. Griffin	100 00
R. G. Campbell	100 00	H. L. Jones	100 00
G. A. C. Smith	100 00	W. T. Hall	100 00
H. Locke	100 00	A. C. Klink	100 00
J. H. Phillips	126 00	F. W. Ritter	100 00
G. C. Lambright	73 75	T. H. Sypherd	100 00
F. J. Stratton	93 40	R. O. Dormer	100 00
H. W. Throckmorton	100 00	H. Locke	100 00
C. L. Coombs	50 00	G. A. C. Smith	100 00

F.—*Statement of money paid by D. P. Holloway, &c.*—Continued.

Names.	Amount.	Names.	Amount
H. W. Throckmorton	$100 00	T. H. Sypherd	$100
R. G. Campbell	100 00	R. O. Dormer	100
J. H. Phillips	123 50	H. Locke	100
G. C. Lambright	107 00	G. A. C. Smith	100
E. J. Underwood	95 20	H. W. Throckmorton	100
J. E. Parish	59 80	R. G. Campbell	100
E. H. Craven	59 80	Charles H. Fowler	100
F. Thompson	56 40	M. W. Hilborn	100
C. H. Barton	62 00	E. J. Underwood	100
A. M. Bradford	60 80	Charles Rogers	69
C. L. Coombs	50 00	E. G. Smith	100
E. T. Upperman	44 40	J. H. Phillips	150
A. E. Washington	50 00	George C. Lambright	76
Ella R. Parker	35 20	F. J. Stratton	149
M. French	35 00	E. T. Upperman	58
R. E. Hyatt	33 00	C. H. Barton	54
E. Hyatt	30 40	C. L. Coombs	50
M. G. Meldrum	30 00	William Grandin	23
M. A. Griffin	29 20	A. M. Bradford	49
Martha D. Peabody	28 00	E. H. Craven	47
A. J. Johnston	27 80	J. E. Parish	47
Annie Moss	25 00	F. Thompson	45
L. Weed	24 80	A. E. Washington	42
L. P. Haskell	23 60	Martha French	35
M. M. Muldaur	19 20	Kate E. Hamersly	32
S. E. Duvall	13 60	M. G. Meldrum	30
K. Hamersly	4 20	S. E. Duvall	29
E. G. Smith	100 00	Annie Moss	25
C. M. Melville	22 60	Ella R. Parker	24
L. M. Childs	5 80	A. J. Johnston	19
R. C. Weightman	116 67	L. P. Haskell	19
John K. Smith	116 67	E. Hyatt	19
L. Bosworth	116 67	R. E. Hyatt	19
Edward Evans	100 00	M. M. Muldaur	19
Thomas C. Smith	100 00	M. A. Griffin	18
N. H. Schram	100 00	Mary D. Peabody	18
H. W. Mendenhall	100 00	Lizzie Weed	18
George McCallmont	100 00	C. M. Melville	18
Edward Bebb	100 00	A. G. Wilkinson	21
J. A. McKean	100 00	R. C. Weightman	116
C. N. Parmelee	100 00	L. Bosworth	116
J. W. Krepps	100 00	C. N. Parmelee	150
J. W. Jenkins	100 00	E. Evans	100
A. T. Sangston	100 00	Thomas C. Smith	100
E. W. W. Griffin	100 00	N. H. Schram	100
H. S. Jones	100 00	H. W. Mendenhall	100
William F. Hall	100 00	George McCallmont	100
A. C. Klink	100 00	Edward Bebb	100
F. W. Ritter	100 00	J. A. McKean	100

F.—*Statement of money paid by D. P. Holloway, &c.*—Continued.

Names.	Amount.	Names.	Amount.
Krepps	$100 00	C. H. Barton	$55 00
C. Smith	100 00	F. J. Stratton	71 60
›cke	100 00	William Grandin	78 00
Sangston	100 00	C. L. Coombs	50 00
. W. Griffin	100 00	F. Thompson	50 20
Jones	100 00	M. G. Meldrum	50 00
Smith	100 00	Jennie E. Parish	49 40
ım F. Hall	100 00	E. H. Craven	47 40
Klink	100 00	A. M. Bradford	48 40
. Ritter	100 00	M. A. Griffin	47 40
Sypherd	100 00	S. E. Duvall	40 00
Dorner	100 00	Henry R. Walton	39 13
. Throckmorton	100 00	M. French	35 00
. Hilborn	100 00	Ella R. Parker	30 80
Campbell	100 00	M. D. Peabody	28 40
es Rogers	100 00	L. P. Haskell	28 20
Underwood	100 00	M. M. Muldaur	25 40
Upperman	100 00	Annie Moss	25 00
Fowler	100 00	A. J. Johnston	23 80
Phillips	145 50	E. Hyatt	36 80
Lambright	108 50	R. E. Hyatt	15 20
·ters	78 26	C. M. Melville	7 20
Hamersly	52 40		
Washington	69 20	Total	75,470 02

APPENDIX G.—*Table exhibiting the business of the office for twenty-five years ending December* 31, 1861.

Years.	Appl'ns filed.	Caveats filed.	Patents issued.	Cash received.	Cash expended.
1837	.....	.....	435	$29,289 08	$33,506 98
1838	.....	.....	520	42,123 54	37,402 10
1839	.....	.....	425	37,260 00	34,543 51
1840	765	228	473	38,056 51	39,020 67
1841	847	312	495	40,413 01	52,666 87
1842	761	291	517	36,505 68	31,241 48
1843	819	315	531	35,315 81	30,766 96
1844	1,045	380	502	42,509 26	36,344 73
1845	1,246	452	502	51,076 14	39,395 65
1846	1,272	448	619	50,264 16	46,158 71
1847	1,531	553	572	63,111 19	41,878 35
1848	1,628	607	660	67,576 69	58,905 84
1849	1,955	595	1,070	80,752 78	77,716 44
1850	2,193	602	995	86,927 05	80,100 95
1851	2,258	760	869	95,738 61	86,916 93
1852	2,639	996	1,020	112,056 34	95,916 91
1853	2,673	901	958	121,527 45	132,869 83
1854	3,324	868	1,902	163,789 84	167,146 32
1855	4,435	906	2,024	216,459 35	179,540 33
1856	4,960	1,024	2,502	192,588 02	199,931 02
1857	4,771	1,010	2,910	196,132 01	211,582 09
1858	5,364	943	3,710	203,716 16	193,193 74
1859	6,225	1,097	4,538	245,942 15	210,278 41
1860	7,653	1,084	4,819	256,352 59	252,820 80
1861	4,643	700	3,340	137,354 44	221,491 91

APPENDIX H.—*Estimate on which the appropriation of* $50,855 49 *was made by Congress.*

UNITED STATES PATENT OFFICE, *Washington, May* 22, 1862.

SIR: In reply to your note of the 21st instant, I beg leave to submit the following statement of the financial condition of this office, beginning with the fiscal year ending 30th of June. 1862:

	Receipts.	Expendit's.	Deficit.	Surplus.
Third quarter, 1861	$29,797 58	$52,104 58	$22,307 00	.....
Fourth quarter, 1861	34,546 18	45,897 85	11,351 67	.....
First quarter, 1862	43,499 04	39,978 83	.....	$3,520 21
Second quarter, 1862*	45,000 00	40,000 00	.....	5,000 00
	152,842 80	177,981 26	33,658 67	8,520 21

* Partly estimated.

Total deficit	$25,138 46
To this deficiency we must add—	
The amount of salaries, &c., withheld, say	15,000 00
Balance due on printing patents	8,304 05
Balance due on appropriation for "illustrations"	3,041 56
Balance due on appropriation for "agricultural statistics"	3,409 90
Balance due on appropriation for "old building" and "west wing"	878 12
Balance due on appropriation for "copyrights"	500 00
	56,272 09
And deduct balance of patent fund on the 1st January last	5,416 60
Total	50,855 49

Respectfully, D. P. HOLLOWAY, *Commissioner.*

Hon. E. P. WALTON,
Chairman of the Committee on Printing.

I.

As near as I can ascertain, the indebtedness of the office, on the 1st of April, 1861, was:

To Blanchard & Mohun	$980 39
To gas company	329 49
To Irving & Willey	176 00
To A. Falconer	110 50
	1,596 38

L.

Number of regular clerks at the end of each quarter, for five years.

End of first quarter, 1858	38
End of second quarter, 1858	40
End of third quarter, 1858	45
End of fourth quarter, 1858	47
End of first quarter, 1859	47
End of second quarter, 1859	48
End of third quarter, 1859	50
End of fourth quarter, 1859	50
End of first quarter, 1860	50
End of second quarter, 1860	51
End of third quarter, 1860	54
End of fourth quarter, 1860	55
End of first quarter, 1861	57
End of second quarter, 1861	37
End of third quarter, 1861	36
End of fourth quarter, 1861	35
End of first quarter, 1862	37
End of second quarter, 1862	37
End of third quarter, 1862	37
End of fourth quarter, 1862	35

SATURDAY, *February* 7, 1863

AUGUSTUS B. STOUGHTON sworn:

Question. (By the chairman.) Where do you reside, and what is your business?

Answer. I reside in Washington city, and am a solicitor of patents.

Question. Have you any information as to the safety of the mails, in the transmission to and from the Patent Office of correspondence with various people throughout the country? If so, state what you know about it.

Answer. I do not know anything of my own knowledge.

Question. Give the sources of your information.

Answer. I have been written to on a great many occasions to make inquiry at the Patent Office for money sent in the shape of certificates of deposit, and which the parties writing to me stated had not been received at the Patent Office. I have made inquiry at the office frequently for certificates said to have been sent, and found that they were not here. In all cases *duplicate* certificates were sent to me, and I furnished them to the office. I do not recollect of any instance of money being lost. I think in every case they were certificates of deposit. I think in every case duplicates were afterwards furnished, and that I deposited them in the office, which completed the business here.

Question. How frequently have you had complaints of lost certificates?

Answer. From ten to twenty instances.

Question. How long have you been transacting business with the office?

Answer. Thirteen years.

Question. From when to when?

Answer. From 1850 up to the present time.

Question. When did this loss take place?

Answer. During the past summer, and up to the present time. I think the first notice I had was of a certificate sent in May. I remember it from some circumstances connected with it. It came to my knowledge some weeks afterwards that it had been lost.

Question. Was that the first instance that you have ever known in your practice?

Answer. Oh! no. Money has been repeatedly lost in the mails sent to the office and from the office. I was in the office prior to 1850. During a portion of the time I was in the room with the financial clerk; and on many occasions I recollect that money was lost, both in coming to and going from the office.

Question. What was the percentage of the losses?

Answer. The average losses that would have occurred to anybody doing the same business.

Question. These extraordinary losses have occurred within the last eight or ten months?

Answer. Yes, sir.

Question. Has this created any embarrassment in transacting business with the office?

Answer. Some of the attorneys who send money, send their certificates through me. Mr. Cooper, of Boston, having lost some money, as he alleged, asked, as a special favor, to send certificates through me. Probably most of his certificates come through me to this office.

Question. Have these complaints been general amongst your brethren?

Answer. I have complaints made. I could not specify them particularly.

Question. (By Mr. Holloway.) You have stated that you know of no money having been lost, and that *duplicates* of lost certificates have been furnished?

Answer. Yes, sir.

SATURDAY, *February* 7, 1863.

HENRY BALDWIN sworn:

Question. (By the chairman,) State your residence and occupation.

Answer. 331 New York avenue; I have been a citizen of Washington for the last ten or twelve years; my occupation is that of an examiner in the Patent Office. During the first year I was an assistant examiner, but since then I have been a principal examiner in the Patent Office.

Question. What is your salary?

Answer. As principal examiner, $2,500 a year.

Question. Is it fixed by law?

Answer. Yes, sir.

Question. Has it at any time been reduced?

Answer. It was reduced in August, 1861, and the reduction continued for a period of several months.

Question. Was that reduction made by law?

Answer. I never conceived that it was done by law. The office of examiner was created by the organic law that established the Patent Office under the present system, of July, 1836. From that time, down to 1861, there have been numerous additions to the number of principal examiners in the Patent Office, and their salaries have been increased. At the beginning an examiner had $1,500, but it has risen up since to $2,500 a year. As the business of the office grew, Congress created additional principal examiners. A principal examiner was to be appointed by the Commissioner, with the approbation of the Secretary of State. But after the office was transferred to the Interior Department, the appointment was made with the approbation of the Secretary of the Interior. I have always had a commission; since I have been appointed, in the simple form of a recommendation from the Commissioner of Patents to the Secretary of the Interior, and approved by him. The salary had never been changed until August, when I received a note from the Commissioner that the necessities of the office required a reduction of expenditures, and that thenceforward I was to receive the salary of an assistant examiner, and to

continue to perform the duties of a principal examiner. It was an unofficial private note, written in Washington city, addressed to Henry Baldwin, and signed by D. P. Holloway.

Question. Was the clerical force of the office at that time decreased?

Answer. I do not know whether any dismissals took place in the month of August or not. I have no recollection of that fact; but there was a reduction of the salaries. There was a very considerable falling off in the business, commencing a short period before that. I recollect that there had been a reduction in one instance. A principal examiner was removed—Mr. Peck; and my impression is, from a conversation with the Commissioner on the subject, that he stated it was for the purpose of economy. He wanted to reduce the force. I thought there was occasion for economy, and the Commissioner had my views fully on the subject. I do not know how long Mr. Peck was out, but he was reinstated. I do not recollect of any other removals.

Question. How general was the reduction of salaries?

Answer. At that time there were five principal examiners, and the reduction took place in regard to them. They were reduced from $2,500 to $1,800. The $1,600 clerks were reduced to $1,400, and the $1,400 clerks to $1,200. On the estimated piece-work the reduction was from ten cents per hundred words to eight cents. How long that continued I don't know, or whether it still continues.

Question. State anything you know of abuses, or alleged abuses, in the Patent Office.

Answer. I have no positive knowledge. In reference to this reduction of pay I had a personal interest. I thought it was an illegal act on the part of the Commissioner.

Question. Have you been paid for your service?

Answer. The Commissioner has kindly advanced me on my salary what would constitute a large portion of it. I have told him I am ready to refund it at any time. He has never paid me that as back pay.

Question. Has the commissioner paid you at the rate of your reduced salary?

Answer. Yes, sir.

Question. (By Mr. Holloway.) Did you not understand that you were dismissed as a principal examiner and appointed as an assistant examiner?

Answer. On the contrary, I went, the very hour I received your note, and asked you whether you intended it as my dismissal, stating if it were, I would not remain in office an hour. You answered that it was not intended as my dismissal, but that it was demanded by the necessities of the office. I asked you where you got the authority to alter the salary of the principal examiners. I denied your power to do it.

Question. Did I not emphatically, in our conversations, and in that note, dismiss you as a principal examiner, and appoint you as an assistant examiner; and did I not tell you that it was by order of the Secretary?

Answer. I do not recollect that you told me I was dismissed. I will submit the note to the committee. It is as follows:

"WASHINGTON, *August* 17, 1861.

"DEAR SIR: The depression of business in this office has caused an imperative necessity for a marked reduction in its expenses; therefore you will, from the first of next month, occupy the position of first assistant examiner, and receive the compensation as such—$1,800 per year—but continue to perform the duties now devolving upon you as a principal examiner.

"Respectfully,

"D. P. HOLLOWAY."

HENRY BALDWIN, Esq.

Question. Has it not been the practice for assistant examiners to perform the duties of principal examiners?

Answer. Not since I have been here. It is an innovation of Judge Mason for one or two years when he had charge of the office.

Question. When was that?

Answer. Judge Mason was here in 1854.

Question. Did not a bill pass Congress authorizing the Commissioner of Patents to pay assistant examiners the difference of compensation between that of an assistant examiner and that of a principal examiner, because they perform the same duty?

Answer. There was such a law from time to time. The office has given notice to its friends in Congress, from time to time; it was not a fixed law.

Question. How many of the examiners have been paid in that way?

Answer. Nearly all in the office have been paid, some time or other, some portion of such gratuity.

Question. Has it been the practice of the office for the Commissioner to dismiss a clerk whenever he thought proper?

Answer. Undoubtedly.

Question. Has it been his right to appoint a clerk?

Answer. Yes, sir.

Question. Has it not been the practice to compel men of one position to perform the duties of another?

Answer. Certainly.

Question. You said that the mere recommendation of the Commissioner was sent to the Secretary of the Interior, and that he made the appointment; is that the practice?

Answer. I never knew it to be varied from. I said that an examiner acts under a commission approved by the Secretary of the Interior. Such is the only authority I can see that I possess to write my name as an officer of the office.

Question. Do you know of any person having been appointed an examiner without the approval of the Secretary?

Answer. No, sir.

Question. Have you not been paid a considerable portion of the

difference between your pay as principal examiner and that of assistant examiner?

Answer. Yes, sir; you advanced me $400.

Question. Has anybody else had the same kindness extended to him?

Answer. I do not know.

Question. How many examiners were here when I came in?

Answer. I do not know.

Question. Can you approximate near enough to say whether the number allowed by law was not full?

Answer. I fancy it was nearly full.

Question. What is the number now compared to what it was when I came into office?

Answer. It is impossible for me to say; I never made the estimate.

Question. Don't you know, previous to this time, that more than half of the examiners were dismissed?

Answer. There were twelve, at that time, authorized by law.

Question. Were not sixteen authorized by law when I came into office—the law passed on the 2d of March, 1861?

Answer. Yes, sir.

Question. You say that sixteen were authorized by law when I came here; that twelve were in the office?

Answer. I do not know.

Question. Were there five when this reduction took place?

Answer. Yes, sir.

Question. (By the chairman.) How was the business of the office classified, and into how many classes was it divided before the present Commissioner came into office?

Answer. The books of the office will give the arrangement of it for each particular month; I can only speak from memory, and I cannot speak of the classification in any particular month in years past. Up to March, 1861, it was not usual to have a larger number of classes than the number of principal examiners; up to 2d of March, 1861, the number of principal examiners was twelve, and I fancy there was no larger number of classes.

Question. Were the classes increased afterwards?

Answer. Yes, sir.

Question. Would not the increase of classes increase the expenses of the office?

Answer. Yes, sir; if in the increase of classes they were left under the principal examiners. At the time the number of classes was increased it was done under a reduction of salaries in August, 1861.

Question. (By Mr. Holloway.) Has the reclassification increased the expenses of the office?

Answer. I never made an estimate. My recollection is that at the time the reduction took place there were eleven classes, under the charge of eleven principal examiners; that would make the pay of the principal examiners $27,500; then, to increase the number of classes to sixteen, at salaries of $1,800, would make $28,800.

Question. Was there ever such an increase as that?

Answer. Yes, sir. There are other contingencies which enter into the expense: a principal examiner is allowed an assistant and a junior assistant; an assistant examiner is only allowed a junior assistant.

Question. Has it not been the practice to give one man many different classes? In other words, has the increased classification increased the expenses of the office? Has not each examiner two or three classes under his charge?

Answer. It happens sometimes that a principal examiner has a variety of classes, whilst others have only one class and one kind of labor.

Question. Has there ever been an instance, since I have been here, but what a principal examiner had more than one class to attend to?

Answer. I do not recollect of one.

Question. Has this increased classification in any way increased the expenses of the office?

Answer. I am wholly unable to answer. The books will show whether it has or not; it is a matter of figures. Since I have been in the office, I have had calorifics, fine arts, medicine and surgery, (these are all separate classes,) household furniture, wearing apparel, (fibrous and textile,) pneumatics, and hydraulics. At one time or another I have had those separate classes under my charge; I have only one class now; for more than a year I had no class at all, but I had charge of the whole litigation of the office. In the distribution of the business of the office, the object is equally to divide the labor of the office. Occasions will occur when there will be an unusual rush of business in one class, (such, for instance, as in the class of fire-arms,) and the whole time of an examiner will be required on that one class alone. As I have said, the object is to equalize the labor.

Question. You say that during one year you had only one class. Was not that previous to my coming into office?

Answer. Yes, sir.

Question. You received compensation then as an examiner, and had only one class?

Answer. I was responsible for only one class. My assistant and junior assistant were conducting it, but they never made a decision without submitting it to me. I was employed, at the same time, in conducting the litigation of the office.

Question. Does the increased classification necessarily increase the expenses of the office?

Answer. It does not necessarily; that depends on the work and the number of employés.

Question. (By Mr. Trowbridge.) Have you been reinstated in your $2,500 position?

Answer. I am now receiving $2,500 a year, and have been since July last.

Question. (By Mr. Holloway.) Don't you know that there is a bill pending before Congress for the payment of this back pay?

Answer. Yes, sir; I know that there is such a bill.

MONDAY, *February* 9, 1863.

HENRY BALDWIN, (examination continued.)

Question. (By the Chairman.) When did you enter again on service at the original pay of an examiner?

Answer. I do not recollect. Mr. McCormick could tell, as he has a good memory on these subjects. I think it was on the 1st of July, 1862. That would leave about ten or eleven months that I was on reduced pay.

Question. What notice did you receive at that time? Did you receive any new appointment?

Answer. I did not. When I came to receive my month's pay I was paid at the rate of $2,500 a year.

MONDAY, *February* 9, 1863.

A. C. TONNER sworn:

Question. (By the Chairman.) What is your occupation?

Answer. I am employed in the Patent Office as a clerk.

Question. In what department?

Answer. That would be hard to define. I attend to the miscellaneous correspondence, draw orders for copies, and receive the small fees for copies and assignments.

Question. Do you have anything to do with the records?

Answer. No, sir; I have nothing to do with the records further than to draw orders for copies therefrom.

Question. In what room are you employed?

Answer. Number 15, east wing.

Question. Is that the record room?

Answer. No, sir.

Question. Where are the records made? Are they made up in the Patent Office building, or are they delivered out to be made?

Answer. We have many different kinds of records. We have decision records, patent records, and so on.

Question. Are any made up in the office?

Answer. I do not know that any records are made up outside of the office. So far as I know, the records are made up in the office. Copies are sometimes made out of the office.

Question. What are they made from?

Answer. I do not know that copies are made from the records outside of the office.

Question. What are copies made from outside of the office?

Answer. I believe they are generally made from the files. I have never given any original documents to be taken out of the office myself. I do not distribute the work.

Question. What is the amount of small fees received since the 1st of April, 1861, up to the 1st of January, 1863?

Answer. Receipts from April 1, 1861, to January 1, 1862 ..... $8,032 96
Receipts for the year 1862 ..... 11,081 50

Whole amount for the 21 months, from April 1, 1861, to January 1, 1863 ..... 19,114 46

Question. How long have you been employed in the office?
Answer. I think since the 8th of April, 1861; I am not certain of dates.
Question. What is your salary?
Answer. $1,600.
Question. Have you ever been absent?
Answer. Yes, sir.
Question. For how long?
Answer. I cannot tell exactly. I left in October, and returned in the latter part of December.
Question. What time in October?
Answer. Some time between the 1st and the 10th.
Question. Is that the only time you have been absent?
Answer. That was independent of my regular leave. I was absent during the summer.
Question. How long?
Answer. Some four weeks. That was my regular leave.
Question. From when to when?
Answer. I think during the month of July. I can tell by reference to my books exactly as to the date.
Question. Have you been absent at any other times?
Answer. I may have been absent for a day or so.
Question. (By Mr. Trowbridge.) Your customary leave, then, is one month in the year?
Answer. Yes, sir.
Question. (By the chairman.) On your long leave of absence you say that you returned here the latter part of December. State what day it was that you returned.
Answer. I think I got here on the 27th of December.
Question. Did you receive your salary for the time you were absent?
Answer. Yes, sir.
Question. Were you absent at any other time since you have been here?
Answer. I was during the preceding year.
Question. How long?
Answer. I think I had my regular leave of absence, during the year, of one month; I had two weeks beside. I went home on a telegraphic despatch of the illness of my father. That is all, with the exception of an occasional day.
Question. Where do you reside?
Answer. Bellefonte, Pennsylvania.
Question. Is it customary for clerks to absent themselves from this office?
Answer. I do not know that it is customary. They are not absent

unless it is for some very good reason. It is not customary, I am certain.

Question. State whether you know of any abuses in this office.

Answer. I do not know of any abuses existing in this office. I have heard of the losses of money through the mails, but I do not think that the fault is with this department.

Question. How do you know that there have been losses of money?

Answer. I know there have been losses coming to the office. The matter relates to the business of my desk.

Question. Can you give the committee the amounts which have been lost in the aggregate?

Answer. I cannot. They occur frequently, and in small amounts. I know nothing about the fees for applications. They do not come to my desk.

Question. Approximate the amount that your desk has lost.

Answer. I have no rule to go by. The losses from my desk are generally small, running from one to five dollars, and sometimes as high as ten dollars.

Question. What sources of information have you about these losses?

Answer. Letters came to my desk, that parties had written before, sending money and requesting copies, and asking why copies had not been forwarded. On looking at the records, I saw that the money had not been received, and I wrote to the parties accordingly. The parties asserted that the money had been sent. I have two cases in Saturday's mail.

Question. Has the post office in this city been notified in reference to these losses?

Answer. I know of no formal notice. I think Mr. Clephane has been here as frequently as twice.

Question. Have you had any conversation with Mr. Clephane?

Answer. Nothing, except in reference to a decoy-letter he sent the office.

Question. Was there any cause of complaint except the loss of money?

Answer. Nothing, except that the work has been too hard during the last summer. These losses are annoying to me as being a receiver of moneys.

Question. (By Mr. Holloway.) You stated that you were absent from October till December. Please state the reason for that absence.

Answer. When I took my desk the work had been performed by two and sometimes more persons. It is an arduous desk. I worked hard and kept the work up; but I injured my constitution. It was in consideration of that fact that I was granted leave of absence, and I suppose, also, in consideration of reforms I brought about. I think I economized by these reforms.

Question. You were absent in 1861 more than the usual time. Explain the reason for that absence?

Answer. It was on account of the sickness of my father.

Question. Were you absent at any other time on account of sickness?

Answer. No, sir.

Question. From your knowledge of the manner of conducting the business of the office, have you had any reason to believe, as charged in this pamphlet, that money was lost by my sons?

Answer. I have no reason to believe that it was.

Question. What connexion have they with receiving this money?

Answer. The only connexion, so far as I know, is to register the money, and send them in a book. I do not know who brings the mail from the post office. Perhaps I saw Dennis Gallaher once bring it over from the post office. I never saw the mails handled except by the messenger at the desk of the chief clerk. This was done by Mr. Holloway's son. The mail then goes to Mr. Moore, who charges each respective clerk with the document sent to him.

Question. (By Mr. Trowbridge.) Do you put money in unsealed envelopes, and send it to be registered?

Answer. I will state how I send my money. I write a letter, enclose the money, put it in an envelope, indorse the envelope, and, unsealed, take it in myself to the messenger, Mr. Holloway's son; then he registers it. I do not know how it gets to the post office. I have examined Mr. Holloway's register, and always found the money registered.

Question. (By Mr. Holloway.) Is the mail ever opened except in the presence of the chief clerk?

Answer. I do not know.

Question. Your absence from the office has been referred to. Did you not offer your resignation, and was not leave of absence given to you rather than have you resign?

Answer. I did offer my resignation.

Question. After this offer of resignation, and the granting of leave of absence, did you receive an offer from Mr. Betts?

Answer. I had my resignation in contemplation several weeks before I had any arrangement with Mr. Betts. I did not, however, advise Mr. Holloway of my intended resignation, nor had I any conversation with him whatever upon the subject until after I had declined Mr. Betts's proposition to go to Central America.

A. C. TONNER.

MONDAY, *February* 9, 1863.

LEWIS CLEPHANE sworn:

Question. (By the chairman.) What is your occupation?

Answer. I am the postmaster of Washington city.

Question. State all you know about the mails coming to and going from the Patent Office.

Answer. Before entering on my testimony, I wish to make an explanation. I was somewhat surprised when I received that pamphlet, that a matter under investigation in the Post Office Department had got out. I am in no way responsible for what appeared in that pamphlet; but as losses have been numerous and frequent, and as I

have letters sent by Mr. Holloway, making direct charges against the city post office—that these robberies were committed in that office—I ask of the committee a thorough and rigid examination into this case.

Question. Where have the losses occurred?

Answer. They have been running back for about a year. They have become so numerous, in small sums and large sums, perhaps not exceeding about $20 or $25 in each letter, as to lead me to make a rigid examination into my office. I had thought possibly the depredations might have been committed there. I charged the clerks who had charge of the official case containing the mails of the departments, two or three times, to ascertain whether the losses occurred there. Notwithstanding these charges, the depredations went on. I do not know whether those in this office (Patent Office) who handle money letters, were changed or not. I put the matter in the hands of the special detectives of the post office, Waller and Holbrook. Mr. Waller is the local detective here. I wanted a thorough investigation. After examination, they came to the conclusion, whether right or wrong, that the fraud could not have been committed in the post office, but must have been committed in the Patent Office. I will state that patent agents have received large numbers of remittances through the post office, and that they have never yet lost a single letter or remittance. In fact, one of these agents told me that patentees have become so thoroughly convinced that the losses occurred in the Patent Office—

(Objection was made and sustained to receiving hearsay evidence.)

Answer. Registered letters have not miscarried. Registered letters sent from the Patent Office have been delivered, but when reaching their destination, instead of containing money said to be in the letters, they contained a pamphlet, like the one which I now present to the committee. It is a pamphlet of the "rules and directions for proceedings in the Patent Office." This one has the following memorandum indorsed on the title-page:

"This was the *sole content* of the large yellow envelope, postmarked Washington, August 6. Free, J. L. Hayes, Acting Commissioner, (United States Patent Office,) and addressed to *Sulivan &* Dana, New Haven, 944. Said envelope is herewith returned to the Washington postmaster, by request. It was rescued from the ash-barrel, into which it had been thrown, and is stained by some refuse, with which it there came in contact. Attest, Silliman & Dana, New Haven, August 16, 1861."

Here are some of the letters which have been registered by us. There is no seal on that one, you will perceive. There are the receipts. Look at the numbers on the receipt and those on the envelope: you will find that they were evidently made by the same person and at the same time:

944.—Envelope addressed to Messrs. Sulivan & Dana, New Haven, Connecticut. U. S. Patent Office, official business, J. L. Hayes, Acting Commissioner.

Receipt.

No. 944.—Registered letter. Post Office, Washington, D. C., August 6, 1862. Received a letter addressed to Sulivan & Dana, New Haven, Connecticut. A. Edson, for Postmaster.

945.—Envelope addressed to Oliver Davidson, esq., 167 Broadway, New York, N. Y. U. S. Patent Office, official business, J. L. Hayes, Acting Commissioner.

Receipt.

No. 945.—Registered letter. Post Office, Washington. D. C., August 6, 1862. Received a letter addressed to Oliver Davidson, New York. A. Edson, for Postmaster.

988.—Envelope addressed to Messrs. McIrvin & Willey, New York, N. Y. U. S. Patent Office, official business, J. L. Hayes, Acting Commissioner.

Receipt.

No. 988.—Registered letter. Post Office, Washington, D. C., August 8, 1862. Received a letter addressed to Irvin & Willey, New York. A. Edson, for Postmaster.

If you look at the seal on the letter to Silliman & Dana you will find that it has never been broken. I went out to New Haven, Connecticut, and had it fished out of an ash-barrel. The franks on those to Davidson and Silliman & Dana are said, by Mr. Hayes, the chief clerk of the Patent Office, to be forgeries. The frank upon the other envelope is said to be a genuine one—that is, the frank upon the envelope directed to Irwing & Willey. Receiving those two envelopes, and finding out that the franks were not genuine, I had them compared with the handwriting of all the clerks in my office, and I found nothing similar to them.

Question. Did you find any person's handwriting which was similar to them?

Answer. Not in my office.

Question. Did you find the handwriting of any person which was similar; and if so, whose was it?

Answer. I have some letters similar.

Question. Produce it.

Answer. It is a note written by J. M. Holloway, as follows:

PATENT OFFICE, *November* 18, 1862.

Mr. ———: Will you please send me a set of Agricultural Reports as near as you can, and oblige,

J. M. HOLLOWAY.

These letters for registry were received by our office somewhere between half-past one and two o'clock. At that time the mail was made up at three o'clock. In our office we use no sealingwax.

Those letters were not brought by the regular messenger to the office, but handed in at the window, as the register clerk remembers, by a young man. Mr. Edson is the register clerk. I will also state that one of those letters was said by the Patent Office to have contained a small amount of silver.

Question. Who said so?

Answer. Mr. McCormick informed me that said silver coin was put in a blue envelope and sent to the office by Mr. Fraser. Mr. Fraser remembers that he carried a letter to the office containing silver. Mr. Edson remembers having received such a letter, containing silver, as he judged from the feeling of it, in a blue envelope. I inquired of Mr. McCormick whether there were letters containing silver registered about the same time. He informed me there were not. Those letters were postmarked the 6th of August. He kindly gave me permission to look at the books. I found a letter addressed to Charles O. Rogers, of Boston. I asked if that might not have been the letter containing the silver. His reply was that it was not; that he remembered distinctly of having put gold in that letter; that there was no silver in it; that he had no silver at that time. I immediately wrote to Mr. Rogers to know about that letter, and here is the reply:

OFFICE OF THE BOSTON JOURNAL, *Boston, August* 20, 1862.

DEAR SIR: Your favor of the 11th instant, in regard to a registered letter from the Patent Office, &c., is at hand. In reply would say that same office is credited with four dollars in letter, dated August 1, 1862. The coin enclosed in said letter was in silver; all of the denomination of quarters (or 25-cent pieces.) In regard to the color of the envelope, it is impossible now to give you the *color*, whether blue, white, or yellow.

Respectfully, yours,

CHARLES O. ROGERS,
By P. WINSTON.

To POSTMASTER, *Washington, D. C.*

Those two franks I have mentioned Mr. Hayes says are forgeries, and I think they are myself. In regard to franking in the Patent Office, it is not an uncommon practice for those who have no right to frank to use the frank of Mr. Holloway, the Commissioner. Here are some franks by young Mr. Holloway. (Witness here presented four envelopes, some addressed and others not addressed.)

Question. Will you furnish the committee with a list of the notices of money, certificates of deposit, or other evidences of money lost coming to or going from the Patent Office through the Washington city post office?

Answer. I will, after I have had an opportunity to consult my papers.—(Appendix A.) In our investigation we have gone so far as to compare the wax on those envelopes. Here is an envelope from the Patent Office which has a seal and sealingwax similar to those on the envelope on which the frank of Mr. Hayes is forged.

Question How do you know this to be genuine?

Answer. I received it from the parties themselves.

Question. With reference to money sent to the Patent Office, have you any evidence that the money arrived in Washington?

Answer. I have not. It comes from various parts of the country. We have had registered letters reported to the office as not having arrived even when we had the receipts of the Patent Office in our possession. However, when we presented these receipts the letters have been found in the possession of the Patent Office.

Question. Are letters from all the departments sent to your office?

Answer. Yes, sir.

Question. Have these losses been principally confined to the Patent Office?

Answer. Yes, sir; so far as I know. In my investigations to get at the handwriting of persons, Mr. Hayes requested young Mr. Holloway to furnish a list of registered letters. This paper was handed to me; I am not prepared to say that it is in the handwriting of the person by whom it professes to have been written.

List of letters registered in the United States Patent Office since August 4, 1862.

		Albert W. Morse, Eaton, Madison county, New York, (not registered)	$1 25
915,	August 5.	Seth T. Hutchins, North Anson, Maine	20 00
945,	August 6.	Oliver Davison, New York city	20 00
944,	August 6.	Messrs. Silliman & Dana, New Haven, Connecticut	5 00
957,	August 8, 7.	Charles C. Powell, New Castle, Indiana	15 00
988,	August 8.	Irving & Willey, New York city	14 50
		W. H. Hockin, Cleveland, Ohio, (not registered)	2 00
1010,	August 9.	Charles Haisington, Chicago, Illinois	15 00
1043,	August 11.	J. B. Auld, City Hall, New York	20 00
1062,	August 12.	S. R. Thorp, Machias, New York	20 00
1063,	August 12.	Lucius Howriet, Terre Haute, Indiana	10 00

J. M. HOLLOWAY,
Messenger.
For H. C. HOLLOWAY,
Acting Messenger.

Question. (By Mr. Trowbridge.) How long have you been in office?

Answer. Three years next May.

Question. Has there been trouble in past years?

Answer. No, sir; I have been told that previous to my coming into office there was no trouble.

Question. (By Mr. Rice, of Maine.) How do you know these to be the franks of young Holloway?

Answer. They were handed to me by the person who saw him write them. I think Mr. Betts saw him frank this one. I sent out to Indiana for them. I wrôte to the parties and had them returned.

Question. (By Mr. Holloway.) Submit the letter written by this office stating that these losses had occurred.

Answer. It as follows:

[Copy.]

UNITED STATES PATENT OFFICE,
Washington, August 20, 1862.

GENTLEMEN: All money sent by mail from this office is, of course, at the risk of the parties to whom sent. From the investigation made in regard to the miscarriage of the letter of the 6th instant, containing a five dollar treasury note, (No. 24580,) I am convinced that the substitution of the document received by you for that containing the money took place after it had been duly deposited in our city post office; consequently, the loss must necessarily fall upon you. I regret it, but feel fully satisfied that no part of the blame attaches to this office.

Respectfully,

D. P. HOLLOWAY, *Commissoiner.*

Messrs. SILLIMAN & DANA,
New Haven, Connecticut.

Question. Does it follow because the losses did not take place in the city post office, that it necessarily took place in the Patent Office?

Answer. I cannot say that.

Question. How many letters have been lost, with money, sent from the Patent Office?

Answer. I do not know of any except these.

Question. The three you nave mentioned?

Answer. Yes, sir. These are registered letters. I cannot tell of any others.

Question. What were contained in the letters franked by young Mr. Holloway?

Answer. That is more than I can say. I understood that they were private letters.

Question. You do not know whether they were printed documents?

Answer. I only know that they were private letters.

Question. Is it the practice for members of Congress to permit others to frank for them?

Answer. I am sorry to say that it is.

Question. Is it a common thing, or only an exception?

Answer. It is a common thing, although a violation of law.

Question. You cannot say that a written letter was sent by my son franked with my frank?

Answer. I cannot say of my own knowledge.

Question. (By Mr. Holloway.) In investigating this matter, has the chief clerk manifested a desire to ascertain where these losses really occurred?

Answer. So far as I am concerned, and Mr. Waller, the special agent, has also said the same thing to me; it did not appear we could get proper assistance to ferret these things out. There seemed to be a backwardness—an unwillingness.

Question. (By Mr. Holloway.) Did you ever apply to me for information in regard to this matter?

Answer. Never but once, when I stated the fact of these losses.

Question. What was my response?

Answer. I have almost forgotten it. You expressed a determination to ferret them out.

Question. How many letters directed to other departments of the government do you suppose are sent to this office?

Answer. That is more than I can tell.

Question. Are you aware that any letters, directed to other departments, were sent to the Patent Office?

Answer. I have sent some intentionally in that way.

Question. Have you received any letters directed to other departments returned from the Patent Office?

Answer. I have received some. I have received one directed to the Commissioner of Patents, Land Office department.

Question. Did you receive any other packages returned under my frank?

Answer. They may have been received.

Question. Does any other person open letters directed to you individually?

Answer. Yes, sir; my chief clerk.

Question. Has there been any unwillingness manifested by any person in this department, Mr. McCormick, or anybody else, to ferret this thing out?

Answer. There has been no unwillingness, but I am free to say there has not been that disposition to render the aid that we expected.

Question. Did you apply to any person that did not treat you as if they had a desire to aid you?

Answer. Every time I applied they expressed, by words, a desire to aid me, but the opinion seemed to be made up that the robberies were committed in my office.

Question. Was that a confidence that the losses could not have occurred here, or was it an indisposition on the part of the office to aid you?

Answer. I have no right to impute it to anything.

Question. Do you know W. R. Holloway?

Answer. I do not.

Question. Do you know that he is ever in Washington?

Answer. I know from the fact that that paper was signed in the presence of my chief clerk.

Question. Had he ever any connexion with the Patent Office?

Answer. I know of none, except from hearsay.

Question. Had this any connexion with the Patent Office?

Answer. We did not know it.

Question. Did not you know that this had reference to the fact that eighty thousand dollars was sent to the governor of Indiana?

Answer. I cannot say we knew what was in that letter; it was a valuable letter, franked by General Spinner; we refused to give it to

him unless he had an order from General Spinner. The paper is as follows:

TREASURY OF THE UNITED STATES, *December* 13, 1862.

Please deliver to Wm. R. Holloway, esq., a letter, under my frank, addressed to Governor Morton.

F. E. SPINNER.

LEWIS CLEPHANE, Esq.,
Postmaster, Washington, D. C.

Received of postmaster at Washington the letter as above described.

W. R. HOLLOWAY,
Private Secretary of Governor Morton.

DECEMBER 13, 1862.

Question. Have you ever heard that W. R. Holloway had any connexion with the Patent Office?

Answer. I have, from various persons.

Question. Tell one person?

Answer. I don't know which is W. R. Holloway.

Question. You see that this is signed by the private secretary of the governor of Indiana; now do you know that he ever lived here?

Answer. He was here.

Question. Do you know that he was ever here a week at a time?

Answer. I do not know the man when I see him; one of your sons was away at the time we were investigating the matter before Mr. Hayes. There was one here, but I don't know his name; he was in Mr. Hayes's room.

Question. You have stated that you heard, from divers persons, that W. R. Holloway was connected with the Patent Office.

Answer. I understood he was connected with the Patent Office.

Question. Yet you do not remember a single person who told you so?

Answer. I knew there were two connected with the Patent Office; I don't know their names.

Question. (By Mr. Trowbridge.) Does the Post Office Department consider the mails as a safe medium for the transmission of money, or have losses been general?

Answer. Losses have occurred here and elsewhere in the general transmission of the mails; but I will state one remarkable fact, so far as registered letters are concerned, we have never lost a single registered letter, although we have sent about 4,000 registered letters in a quarter; we receive over that number, because we deliver soldiers' letters at this office.

L. CLEPHANE, *Postmaster.*

APPENDIX A.

List of letters directed to the post office and reported to the General Post Office as not having been received by the Patent Office.

No. of case.	Where mailed.	Date of mailing.	Address.	Enclosure.	Date of report.
12444	Andover, Massachusetts	November 29, 1861	Commissioner of Patents	$15 00	February 20, 1862.
12534	Rutland, Vermont	February 24, 1862	do	15 00	March 8, 1862.
12573	Cleveland, Ohio	January 15, 1862	do	Valuable papers	March 17, 1862.
12868	New York city	May 5, 1862	do	Power of attorney	May 17, 1862.°
12909	Lynn, Massachusetts	April 21, 1862	do	$2 50; some silver	May 26, 1862.
13012	Binghamton, New York	April 10 and 28, 1862	do	5 00	June 14, 1862.
13109	Worcester, Massachusetts	May 30 and 31, 1862	do	15 00	July 7, 1862.
13168	Turner, Maine	June 12, 1862	do	15 00	July 15, 1862.
13170	Kildare, Wisconsin	May 7, 1862	do	20 00	July 16, 1862.
13234	Brandon, Vermont	June 7, 1862	do	20 00	July 29, 1862.
13288	Cleveland, Ohio	July 12, 1862	do	20 00	August 14, 1862.
13425	Troy, New York	August 29, 1862	do	20 00	September 24, 1862.
13415	Boston, Massachusetts	July 25, 1862	do	Valuable papers	September 19, 1862.
13457	New York city	September 18 or 19, 1862	do	$20 00	October 4, 1862.
13593	Milford, Pennsylvania	September 25, 1862	do	20 00	November 6, 1862.
14050	Shelburne Falls, Massachusetts	November 28, 1862	do	20 00	February 4, 1863.

° At this date Mr. Holbrook, special agent, New York, says an unusual number of letters to Commissioner of Patents failed.

Letters directed to the Patent Office, reported to the city post office as never having been received at the Patent Office.

Date of mailing.	Where mailed.	By whom mailed.	Contents.
July 14, 1862	Providence, R. I.	J. A. Brownell	$1, and deeds.
July 31, 1862	Columbus, Ohio	G. G. Collins	20.
Aug. 2, 1862	New York	A. H. Wright	Deed.
Aug. 28, 1862	Danville, Vt	A. S. Harris	
Aug. 29, 1862	Albany, N. Y	R. V. De Witt	$20.
Sept. 23, 1862	East Greenwich, R. I.	Benj. Arnold	20.
Sept. 23, 1862	do	do	20.
Oct. 19, 1862	Wilmington, Del	Dr. W. Fields	10, and drawings.
Nov. 14, 1862	Newark, N. J.	J. B. Hyde	Two letters.
Nov. 29, 1862	New York	R. C. Robbins	$20, treasurer's certificate.
Dec. 24, 1862	do	do	Duplicate of certificate.
Jan. 2, 1863	do	do	Triplicate of certificate registered and receipted for at this office by the Patent Office, January 3, 1863.

MONDAY, *February* 9, 1863.

CHARLES E. UPPERMAN, sworn:

Question. (By the chairman.) What is your occupation?

Answer. I have charge of the temporary clerks in the Patent Office; that is, that portion of the temporary clerks in the Patent Office who record and copy.

Question. How long have you been connected with the Patent Office?

Answer. I was appointed in General Taylor's time, some time in 1849, and I have been there ever since.

Question. Is it any part of your duty to keep an account of the work done in your division?

Answer. I keep the accounts of clerks who copy by the hundred words.

Question. How many persons are employed in your division; how many outside, and how many inside of the office?

Answer. There are about 22 or 23 outside of the office, and about 15 inside of the office.

Question. What is the nature of the work?

Answer. Engrossing specifications on parchment; recording them on what we term signatures; they are then bound up in a volume. We make copies, record assignments, &c.

Question. What is the nature of the work done outside of the office, and what is the nature of the work done inside of the office?

Answer. The recording of the specifications, engrossing them, and some office copies, are done outside.

Question. What are those copies.

Answer. Copies of specifications, depositions, &c.; the assignments are copied from the records of the office.

Question. Where are the letters patent copied?

Answer. The specifications are engrossed and recorded outside of the office. What we term "heads," are made in the office; they are entered from the files into our books and made on parchment, in the office, by a clerk appointed for that duty.

Question. Have you record books?

Answer. Yes, sir.

Question. Where are they made up?

Answer. In the office.

Question. Invariably?

Answer. Yes, sir.

Question. What proportion of the files are sent out of the office?

Answer. I believe they are nearly all sent out—perhaps all of them are sent out.

Question. What do you mean by the files?

Answer. The specifications, all letters, powers of attorney, &c., are put in what we call the file-wrappers. That makes up the case.

Question. Does the record contain the letters patent?

Answer. They contain the specifications.

Question. When a patent is surrendered that becomes a part of the file?

Answer. Yes, sir.

Question. That goes out of the office for the purpose of making up the record for reissues?

Answer. We generally do the reissues in the office. If we are much pressed by business, of course we are compelled to have it done outside. I sometimes send the file as it is. If it is large I take the specification out, and send that alone.

Question. Who prepared copies for the printer?

Answer. A portion were prepared by the clerks in the office.

Question. Under your direction?

Answer. All the copying, since I have had the control of that desk, has been done under my direction. Some in the office, and some out of the office.

Question. What proportion in the office, and what proportion out of the office?

Answer. I cannot answer that without referring to my books. There was a small proportion done in the office, because we had a small force in the office at that time. I will say, in connexion with that question, that we were considerably hurried, when the Commissioner determined to print, in getting the papers ready for the printer.

Question. What is the advantage of this printing to the public or to the office?

Answer. I do not know how to answer that question.

Question. Is it a substantial advantage to any body but the printer?

Answer. I think very little, so far as I have seen. I made but

little calculation. I think the old system was the cheapest. The printed specification, to look at, was much nicer than that which was written. They were compared with more care.

Question. Under the old system, was there any necessity for printing ten copies of each patent?

Answer. No, sir.

Question. Not more than one?

Answer. Yes, sir; one for the record, and one for parchment. Of each specification filed in the office, one is copied on the record, and the other on parchment. The record we retain, and the parchment is sent to the patentee.

Question. That was cheaper than the printing of ten copies?

Answer. Yes, sir; we have not printed any for some time. We commenced, to the best of my recollection, in March, 1861, and stopped in the latter part of October, in the same year. Perhaps we printed during the month of October.

Question. What number of patents, reissues, and designs did you cause to be prepared from the first of March, 1861, to the first of November?

Answer. That is a question I will have to take time to answer. I will prepare an answer, and insert it in my written testimony.

Question. Ascertain what was the cost of the printing from the 2d of March, 1861, and insert it in your testimony.

Answer. I will.

Question. What did the manuscript sent to the printer cost?

Answer. We paid, a portion of the time, ten cents per hundred words for copying. I think during the last two months it was reduced to eight cents.

Question. Could not this printing have been done from the original papers without sending out more files from the office at a time than when the copy was being made?

Answer. There are cases it would have been impossible for a printer to get along with. Of course a plain specification, not unamended by the office, a printer could get along with. We have cases, notwithstanding my experience, I am compelled to go to the examiner to have put straight. A printer would be entirely at a loss to put them straight.

Question. What do you mean by putting them straight?

Answer. Amendments are inserted in the places of portions that have been taken out.

Question. By whom?

Answer. By the examiners.

Question. Do the examiners change the specifications?

Answer. Yes, sir; but by the request of the patentee. There may be a portion of the specification which will not be allowed. It is then amended by the patentee; that portion will be taken out, and, sometimes, something else inserted. Sometimes an amendment is cancelled and another substituted.

Question. Are those alterations made in the absence of agents?

Answer. We have orders from the agents in all cases to make the changes.

Question. How does my question apply to other specifications; might they not as well have been taken from the originals?

Answer. I think plain specifications that have not been amended a printer could get along with by getting the necessary directions.

Question. What proportion of the manuscript was plain and what proportion obscure?

Answer. That is a hard question to answer.

Question. About what proportion?

Answer. Perhaps more than one-half was more or less amended. Sometimes a paragraph was stricken out and nothing substituted.

Question. Would the files have been longer in the hands of the printer than they were in the hands of the copyist?

Answer. Yes, sir.

Question. I want to ask you whether these specifications copied outside are not copied by women?

Answer. Yes, sir.

Question. Would not the printer be as likely to copy correctly as women employed to copy them?

Answer. I think, of course, that printers could learn as soon as any of the ladies. When a lady commences I have to give her plain copies, until she learns about putting in amendments. I do not see that a printer could not learn in the same way.

Question. Would they be more secure in the hands of ladies than in the hands of the printers?

Answer. Yes, sir.

Question. What would be the saving to the office if the printing had been done from the files, instead of from copies?

Answer. It would have been the saving of one copy.

Question. Have any originals been lost when they have been out of the office?

Answer. But a single case has occurred of that kind, to my knowledge.

Question. What would have been the cost to prepare patents under the old system as compared with the cost of printing?

Answer. I have remarked that if the files had gone to the printer it would have been a saving of one copy.

Question. How much more does it cost to prepare copies for the files here than to prepare them for the printer?

Answer. I do not know that it would cost any more. In preparing those papers for the printer we made it a rule to compare twice—cross-comparing—so as to have them as correct as possible.

Question. Did you read the proofs here?

Answer. We did not. I do not know who read them.

Question. Is the expense of recording patents the same under both systems?

Answer. Yes, sir.

Question. Have the clerks under you received the salaries estimated for them, or have they received different salaries?

Answer. The principal number of clerks are paid by the hundred words. Some clerks, whose duty it is to make and enter "heads" of patents, compare copies, &c., are called "estimated temporaries," and are paid so much a month.

Question. Were they paid according to estimates, or a different salary?

Answer. There are no regular salaries fixed by law. Those whom we cannot pay by the hundred words we pay by the month, and call them estimated.

Question. Do they all receive $100 a month?

Answer. Yes, sir.

Question. Have you kept a record of the estimated work of temporary clerks in your division?

Answer. I keep a regular account of each clerk who works by the hundred words. Every copy that they make is posted to them. Of those who are paid one hundred dollars a month there is no account kept.

Question. Are these clerks ever absent from your office?

Answer. Sometimes they go out on leave of absence.

Question. Are they paid then?

Answer. Estimated temporaries are.

Question. Are they in the habit of being absent?

Answer. Some have been absent very little.

Question. Who gives them leave of absence?

Answer. The Commissioner, I suppose.

Question. How much have they been absent?

Answer. Some of them have been absent, at times, once or twice in a month.

Question. Every month?

Answer. No, sir; only occasionally.

Question. Once in a year, or once in three months; give us the best idea that you can? Have they been absent more than the usual leave of one month in a year?

Answer. I should think not.

Question. Name the clerks.

Answer. A gentleman by the name of Smith has had leave once or twice. He went home on account of the illness and death of his father. His leave then was for two weeks. Mr. Hall had leave, I think, some two or three months. He put his son in his place, and I consider him as good as his father. There may be other cases, but I do not remember them.

Question. Will the records show the estimated work of each clerk during the time which he was employed?

Answer. Yes, sir.

Question. What is the estimated work of Mr. Hilburn during the time he has been employed in your division?

Answer. If I recollect correctly Mr. Hilburn was appointed to do recording at the usual rate of eight cents a hundred words. I estimated his work, and was about to make his bill out when he told me

he would see the Commissioner about it. After that I never saw his bill. He told me he had seen the Commissioner and was paid.

Question. What was the estimated amount of his work?

Answer. During the time that he was at work I had him making office copies as the urgency of the case might demand.

Question. What is the estimated work of Mr. Grandin?

Answer. When Mr. Grandin first came into the office I told him to make a copy of the expired list of patents. When that was completed, I gave him assignments to record. That is about all the work he has done.

Question. How long has he been here?

Answer. I do not recollect. I do not think he was here more than one month.

Question. I should like to see his record?

Answer. I do not know that I could find it.

Question. Who keeps it?

Answer. The copy of expired patents has been sent to Congress. The record of assignments I may possibly be able to find.

Question. Who has the estimated work of Mr. Dormer?

Answer. He was a "ten center."

Question. What was Mr. Grandin paid?

Answer. I do not know.

Question. Was he not, in point of fact, employed to correspond for the newspapers?

Answer. I do not know about that. The last payment he received I did not see the bill. I did not make it.

Question. He was in your division, and was it not customary for you to make out his bill?

Answer. In the meantime he was dismissed.

Question. How long was Mr. Dormer employed?

Answer. He was appointed in April, 1861; transferred 5th May, 1862.

Question. Is he here now?

Answer. Yes, sir; but not in my division.

Question. What has been his pay?

Answer. By the hundred words.

Question. Was he paid according to the work he did?

Answer. If I recollect rightly, I was authorized to advance him an amount, and that amount was continued until he left my division. I do not recollect what the amount is.

Question. Will you please furnish it hereafter?

Answer. I will, ($25.)

Question. Was this advance more than his work came to?

Answer. It was advanced for one month, to be taken out of his next month's pay.

Question. Was that advance ever liquidated?

Answer. Not to my recollection.

Question. Did you call the attention of the Commissioner to that fact?

Answer. I think I went to the Commissioner and told him what Dormer had said, that it was to be continued until the next month. I think the Commissioner told me to gratify him for that month.

Question. Was that all?

Answer. I think I went a second time. My recollection is that it was extended twice. The next month he was sent up stairs. By looking at my books I can refresh my memory.

Question. At the time you allude to was there any conversation?

Answer. Mr. Dormer remarked, when I spoke to him, "You need not speak to the Commissioner, there is to be no more about that advance." I then closed the bill for the amount due to him.

Question. Did you pay it?

Answer. Yes, sir; I certified to it.

Question. Notwithstanding there was a balance due from him on the books?

Answer. Yes, sir.

Question, Was that your practice?

Answer. No, sir.

Question. Why did you do it?

Answer. I cannot tell. Perhaps the Commissioner told me. I do not think I would have done it unless I had been ordered to do it.

Question. Have you on other occasions called the attention of the Commissioner to the estimated work done in your division, and the difference between the estimated work and the sum paid? If so, name the persons, and state the conversation between you and the Commissioner.

Answer. I had occasion, once or twice, to speak to the Commissioner. I felt it to be my duty. Clerks were receiving salaries, and I did not feel that they were doing work for the salary which they received. I went to the Commissioner and told him. Perhaps I went a second time. When I went a second time, he told me to put Mr. Hilburn at eight cents per hundred words. Mr. Hilburn, I will remark, once told me that the Commissioner wanted him to go with friends to the navy yard. I asked the Commissioner about it, and he told me it was false; that he had made no such request of Mr. Hilburn.

Question. Have you represented at any time to the Commissioner the difference between the pay and the estimated work?

Answer. Only in Mr. Jenkins's case.

Question. What did the Commissioner say?

Answer. He dismissed Jenkins, and put Hilburn at eight cents a hundred words. I notified him immediately, and made a private mark when he was to be paid at the one hundred words.

Question. Has he been paid for more than he did?

Answer. He was sick; and I proposed at the close of the month to make up his bill, and he told me not to do so; that he wanted to see the Commissioner. It went on for several days. I told him that I would like to close the matter up. He said that it was a matter of so little importance that it had better run till the next month.

Question. Has he been paid?

Answer. Not to my knowledge.

Question. Previous to this what did he do?

Answer. He recorded assignments and made office copies.

Question. How many clerks have you had employed in recording assignments and making office copies?

Answer. I should think some fifteen clerks were employed in making office copies. We have had sometimes two and sometimes three temporary clerks recording assignments.

Question. Have you at any time complained of the habits of your clerks; and if so, how has the Commissioner received your complaints?

Answer. I do not remember of any cases except those I have referred to.

Question. Has the Commissioner instructed you, at any time, to make discrimination in the work of the ladies? If so, name the person in whose favor discrimination was made.

Answer. I do not know. The ladies employed on the record make more than those who are on the parchment. We cannot cut a record up in small portions. We select the best copyists for the records. The parchment can be given out in single cases. The record clerks, by reason that their work cannot be divided, have the largest bills.

Question. Have you had a conversation with Mr. Holloway in reference to this subject of any kind?

Answer. I submit my list every week to the Commissioner. I show him how I divide off the work.

Question. Has he made any suggestion in the matter?

Answer. He generally accepts my division. I do not know that he has made any suggestion. There may have been one or two cases that the Commissioner considered special cases.

Question. What were those cases?

Answer. There is a lady, Miss Barton, whose name stands at the head of the list. Mrs. Thompson comes next. Their bills range as nearly equal as can be. There are others. Mrs. Cook is also on the records. Her bills run up as high as any one's.

Question. (By Mr. Webster.) Are they put at the head of the list at your suggestion, or at the suggestion of Mr. Holloway?

Answer. It is entirely left to me. We confer together on the subject about those whose handwriting is best suited to the record. We always select those for the record whose handwriting is the best.

Question. Who makes these appointments?

Answer. None are allowed to write unless I am authorized by the Commissioner to employ them.

Question. (By the chairman.) Does he direct the list to be made up?

Answer. It may have been that the Commissioner told me that "I want Mrs. A, B, or C to be put on work." Of course I try to gratify him. He tells me to do the best I can for them.

Question. Who does he desire you to do the best you can for?

Answer. The Commissioner sent the name of a lady, Mrs. Johnson, and he wrote at the bottom "a special case." Mrs. Johnson's bill

never got up to $30 per month. She had per family of little children, and was not able to do work at all times.

Question. What was the amount of Mrs. Cook's bill?

Answer. I cannot answer that without referring to my book.

Question. Was her case considered a special case?

Answer. Yes, sir.

Question. What was the speciality of her case?

Answer. I do not know.

Question. Any other special cases?

Answer. I do not know.

Question. You say these two were made special cases by the Commissioner?

Answer. Yes, sir.

Question. Who is Mrs. Cook, and where does she reside?

Answer. She has resided in Washington. She was raised here.

Question. Where is she now?

Answer. Report says she is in "Dixie;" that she has gone to Richmond, Virginia.

Question. Do you know anything of her loyalty to this government?

Answer. I do not.

Question. Do you recollect having heard anything about her?

Answer. I do not.

Question. Does she now receive pay?

Answer. Her work is continued.

Question. That is not an answer to the question.

Answer. Yes, sir; she receives pay. Her work is done by another person at half price. It is divided—she receives one half, and the other party receives the other half.

Question. Where is her husband?

Answer. I do not know, but I understand that he is south. I knew him by sight only.

Question. Was there any other lady in the employ of the office whose husband has gone south?

Answer. Yes, sir; Mrs. Thompson's husband is said to be south.

Question. Have there been at any time more temporary clerks in your office than the necessities of the office required?

Answer. I suppose the work of the office could have been done by a less force than we have had employed; but the ladies who do this work made less, some of them not twenty dollars a month.

Question. Furnish the amount received each month by Mrs. Cook, Mrs. Thompson, and Mrs. Johnson, and also the amount paid to the substitue of Mrs. Cook.

Answer. I will do so.

Question. (By Mr. Trowbridge.) Do you make that division.

Answer. Yes, sir.

Question. Have you represented at any time to the Commissioner the incompetency of any of the temporary clerks; and if so, how has he received that representation?

Answer. I may have had occasion to speak with the Commissioner

bout the handwriting of clerks. When I go into the Commissioner's oom he often inquires about different parties.

Question. (By Mr. Webster.) Has it been customary to allow substitutes?

Answer. Yes, sir.

Question. Before Mr. Holloway's term of office?

Answer. Of course, we allowed substitutes. The office took no otice of them. I have on my list two ladies who are paid in the ame way, clerks do the work and receive half pay.

Question. Who are they?

Answer. Mrs. Washington and Mrs. Hamersly.

Question. Where do they reside?

Answer. In Washington.

Question. Who are the gentlemen that did their work?

Answer. Mrs. Hamersly furnished Mrs. Hughes as a substitute, nd I employed a young man by the name of Parker.

Question. Where do these persons reside?

Answer. Mrs. Washington lives on 13th street, above New York venue, and Mrs. Hamersly on G street, near the corner of 13th—etween 12th and 13th.

Question. Have those ladies husbands?

Answer. They have not. Mrs. Johnson has a husband.

Question. Where is he?

Answer. In Washington.

Question. (By Mr. Webster.) You say that the printing of the pecifications commenced with the first issue of March?

Answer. Yes, sir.

Question. Was that done before Mr. Holloway came into office?

Answer. Printing on parchment commenced about the 1st of May.

THURSDAY, *February* 12, 1863.

CHAS. E. UPPERMAN, (examination continued.)

Question. (By the Chairman.) I desire to ask you if you know a an by the name of Dr. Doane?

Answer. There is an examiner in the office by that name.

Question. Do you know anything about the gentleman's work?

Answer. No, sir.

Question. Have you examined the work of Hilburn; if so, how uch do you find on your books?

Answer. I had not completed my examination when I was sent for; am getting it ready, so as to put it into my statement.

Question. Have you examined the work done by Grandin?

Answer. I have.

Question. How much was done by him?

Answer. That is also prepared; I do not recollect what it is now.

Question. Has an additional messenger been employed in your division, to carry out work from your office, since Mr. Holloway came ito office?

Answer. I think not, sir. We have a laborer there who has a certain number of rooms to attend to. He carries out the work. He has a boy and we use him, but he gets no compensation.

Question. Was he an additional laborer?

Answer. I think not.

Question. How many clerks are appointed in your division for the purpose of reading and comparing the work done outside of the office?

Answer. There are four.

Question. What is the salary of each?

Answer. $100 per month.

Question. Was it not, under the old system, before Mr. Holloway came into office, the practice for the clerks to compare their own work?

Answer. Yes, sir.

Question. This is an additional force, then?

Answer. Yes, sir; it is an additional force in part; it required two of us to do the comparing then; I did the principal part of the comparing; but after the business increased I had an assistant.

Question. You don't mean to say that business increased after Mr. Holloway came into office?

Answer. The work of comparing increased; temporary clerks engrossing on parchment had to do the comparing themselves. But that comparing is now done by the office.

Question. Under the old system did it cost the office to compare, or was it not done as a part of the duty of the temporary clerks?

Answer. The office furnished one clerk, at a salary, to compare.

Question. Under the present system it furnishes three?

Answer. Yes, sir.

Question. Three additional?

Answer. Yes, sir.

Question. I desire to know of you if the patents which were issued in March, 1861, were sent off during that month, and what was the necessity for printing those before Mr. Holloway came into office?

Answer. I am in doubt whether the patents for the month of March were printed. It seems to me they were sent off each week, as they were prepared.

Question. Can you ascertain whether they were not printed without much trouble?

Answer. I think, perhaps, I can.

Question. Ascertain that fact, and furnish it hereafter.

Answer. I will.

Question. State to the committee whether there was any other additional expense, a force employed in the office after Mr. Holloway came in, and if so, what?

Answer. At this time I don't recollect of any other than what I have named.

Question. (By Mr. Rice, of Maine.) What was the occasion or reason of adding on these three additional clerks?

Answer. It was because of the increase in the amount of comparing; from having the recording and engrossing the specifications done outside of the office we had to compare it.

Question. Were there any more employed than were necessary for he proper discharge of the duties of the office?

Answer. No, sir.

Question. (By Mr. Holloway.) How long have you been in your resent position?

Answer. I think about eight years; perhaps more.

Question. Has it not been the uniform practice during that time to end files out of the office to have the specifications copied?

Answer. Taking files from the office was not allowed by the Commisioner; but the clerks always, from the time I came into office, would ake files out to copy from.

Question. Did the present Commissioner ever consent to their being aken out? Is it now by sufferance that they are now taken out?

Answer. Work was given the ladies to do, and of course I was ompelled to send the files to them to be copied.

Question. How many ladies were writing when I came here?

Answer. Fourteen.

Question. What number of these specifications are amended in he course of examination by the examiners, the examiners-in-chief, nd Commissioner? Are there any but what are more or less amended?

Answer. Yes, sir.

Question. What proportion?

Answer. I think one-half.

Question. Would it be possible for a printer to set up specifications vithout their being copied?

Answer. In some cases it would not, as I remarked yesterday.

Question. What proportion are in that condition.

Answer. I think one-fourth or one-third of them. Some are mended but little; of course, some are amended more than others.

Question. Has it always been the practice for clerks to receive pay vhen away on leave of absence?

Answer. I think what we term temporary estimated clerks were ever paid unless they got a gentleman in the room to keep up their vork.

Question. How long was Mr. Betts in the office before he left?

Answer. Mr. Betts came in after Mr. Holt was appointed Comnissioner.

Question. Did he work the usual hours during the time he was ere?

Answer. Not, perhaps, on all occasions.

Question. How much time did he lose during the time he was here?

Answer. Since Mr. Betts has been in office he has been in bad ealth. A short time after he was appointed Mr. Holt permitted is son to take his desk and perform his work.

Question. After his son was dismissed, who did the work then?

Answer. Mr. Betts was appointed by Governor Thomas as assistant o me. Such duties as I assigned to him, and he felt he was able to lo, he did.

Question. How long was he absent from the office for which he

received compensation and did not do any work on account of his sickness?

Answer. I do not recollect how long. Mr. Betts went to Baltimore to consult a physician there. He left a person in charge to do his work. You stopped that clerk, and told me that Mr. Betts was sick; the office must do his work. During that time Mr. Campbell did a portion, and I took a portion of it myself.

Question. Approximate the time that he was absent and did no service.

Answer. Mr. Betts would come in quite late in the morning, on account of his health. He would not hurry himself as much as the other clerks.

Question. Did he work two-thirds of the time?

Answer. I think he did.

Question. Did he work more than that?

Answer. I think he worked fully two-thirds of the time.

Question. Allusion was made to Mr. Grandin; how long was he in the office?

Answer. A portion of two months. I cannot say whether the portions of the two months he was there would make more than a full month's work.

Question. Allusion was made to the difference of writing given to the ladies. Explain to the committee the reason for that difference?

Answer. I stated yesterday that we could not divide the records up in small parts as we could the parchments. The parchments we could send in single pieces; but with the records we had to send enough to make twenty-four pages.

Question. Is not the selection of those to whom the record is given attributable, in a great degree, to the style of manuscript?

Answer. Yes, sir.

Question. Those who write the best get the most?

Answer. Yes, sir.

Question. Allusion was made to the substitutes of Mrs. Washington and Mrs. Hamersly, will you explain that matter.

Answer. Mrs. Hamersly wrote such a bad hand that we would not send it out of the office.

Question. In regard to Mrs. Cook, it was said her husband had gone to the rebel army. At the time she commenced writing, and until she went away, did not she believe, and did not every person who knows her believe, he was dead?

Answer. Not at the time she commenced writing.

Question. How long afterwards?

Answer. Several months afterwards she came to the office and told me she had a letter from the south, and that Mr. Cook was dead. She then went into mourning.

Question. When she went away was it with an expectation that she would return?

Answer. Yes, sir. She told me that she expected to be back in three months.

Question. Did not she and her substitute earn every dollar they received?

Answer. Yes, sir, I estimated the work.

Question. Were any additional messengers appointed in your office since I came here?

Answer. Not to my knowledge. I used the laborers for running errands.

Question. Your present messenger was here when I came here?

Answer. Yes, sir.

Question. Are there as many clerks in your department as when I came here?

Answer. There are not so many in the office, because at that time the records and parchments were done in the office. The number of clerks, including the ladies, is larger.

Question. In your office?

Answer. Yes, sir.

Question. What is it?

Answer. Some three or four, or five.

Question. Were any additional clerks employed in comparing?

Answer. Yes, sir.

Question. Did not the printing of patents require an additional force to compare one copy?

Answer. Yes, sir.

Question. Have you any time for comparing?

Answer. Of course, if there was a copy needed in a great hurry, and the gentleman who had it in charge had not the time, I compared it myself. But, as a general thing, I had not done much comparing.

Question. Did you formerly.

Answer. At one time I compared nearly all of them.

Question. Why have you not since the printing was done away with?

Answer. It takes nearly all of my time now to attend to the distribution of the work in the office and to keep the accounts.

Question. Did Mr. Mendenhall do any of the comparing?

Answer. Mr. Mendenhall compared with me all "heads" of patents.

Question. Who prepared them before I came here?

Answer. When you came here they were compared by Mr. Brigham.

Question. What was his salary?

Answer. $1,600 a year.

Question. What is Mr. Mendenhall's salary?

Answer. $1,200 a year.

Question. (By the Chairman.) Did the Commissioner know that the files went out of the office to be copied?

Answer. Yes, sir.

Question. Did Mr. Betts and his substitutes keep the work up?

Answer. Yes, sir.

THURSDAY, *February* 12, 1863.

A. B. WALLER, sworn:

Question. (By the Chairman.) What is your occupation?

Answer. Special agent of the Post Office Department.

Question. State whether any losses have occurred in going to or from the Patent Office in the mails.

Answer. A number of losses have occurred.

Question. How many?

Answer. I made a list for the postmaster of Washington. There were about sixteen within the twelve months commencing on the 1st January, 1862. Some of these cases have been referred to me for investigation. I made all the investigation possible, in order to discover where these losses had occurred. There was considerable looseness, I thought, in the way in which business was transacted in the Patent Office. There is a box in the city post office, proper, for each of the heads of the departments or heads of bureaus. It has been the habit to permit messengers to come in and take the mail. I thought that was a loose mode of procedure. I considered the postmaster should have a confidential man there to see that others did not get what did not belong to them. I advised Mr. Clephane to appoint some one on whom he could rely to deliver the mail to the messengers of the Patent Office. Losses continued to be reported occasionally, about one or two a month. I endeavored to arrange some plan with the chief clerk of the Patent Office and the city postmaster to detect where these losses occurred; and one was agreed upon, but was objected to by the chief clerk because it would be attended with trouble. He, however, finally agreed to make a trial, but it was abandoned because of some objection made by Mr. Clephane.

Question. How long ago?

Answer. About a year ago. I have that plan with me in writing, but I do not care to make it public. I thought it would prevent these depredations. He did not like to agree to it because it led to some extra trouble. He assented to it once and agreed to carry it out, but afterwards declined. I left it to the city post office, and Mr. Clephane said he declined to carry it out. During the last three months, since the 1st of November, we have had two letters reported lost. I think the latest was on the 4th of February. I might have brought a list with me, but I thought Mr. Clephane had done that.

Question. Did you have interviews with Mr. Holloway on the subject?

Answer. I had a number of interviews with the chief clerk and Mr. Moore.

Question. They declined to co-operate with you?

Answer. Yes, sir.

Question. For what reason?

Answer. Because it would be attended with considerable trouble, and might not be beneficial.

Question. Did they in other respects co-operate with you?

Answer. They seemed to make every effort to get information bear-

ing on these losses. They opened their books to me. Mr. Moore paid particular attention. The reason Mr. Hayes assigned for not acting on my plan was that he had issued a circular to all persons sending money to the Patent Office to have their letters registered. That, he thought, would obviate the evil.

Question. Have any losses been reported from New London?

Answer. I do not recollect.

Question. (By Mr. Rice, of Maine.) During the last year how many complaints of losses in the post office have been made from other departments?

Answer. I do not remember but two. We have many complaints in regard to soldiers' letters; but we have traced the losses in some instances to the military messengers. The letters for the soldiers of the Potomac are sent to the city post office, and, consequently, they pass through the hands of the clerks of that office.

Question. What has been the proportion of losses between the Patent Office and the other departments?

Answer. I think, of the eighteen losses reported for the last twelve months, sixteen are from the Patent Office. I will not be confident as to the number. I can ascertain by examining the books of the department.

Question. (By Mr. Trowbridge.) Were any of those sixteen cases of money sent to the Patent Office?

Answer. Some had money in, some had valuable papers, and some had papers and money.

Question. Was there any evidence in the post office of the receipt of those letters, or of corresponding letters of the same date?

Answer. There is no other evidence than this: that the post bill, which accompanies a package of letters, is compared in the office to see whether it agrees with the letters received. If there is any discrepancy it is marked. There is no evidence beyond that to show that these letters were received here.

Question. (By Mr. Holloway.) Do you know of any department that receives money through the mail like the Patent Office?

Answer. I do not. It is not a general thing with the other departments.

Question. Did you hear of the case where a draft for twenty thousand dollars, directed to the Secretary of State, was sent to the Patent Office?

Answer. I did not.

Question. When the chief clerk declined to accept your plan, did he tell you that he had suspicions of the person, and was watching him?

Answer. Not that I am aware of.

Question. (By the Chairman.) Is it, or not, the habit of the State Department to receive money for passports through the mails?

Answer. I think those letters are generally registered; and where the registering system is properly carried out, the letters are enclosed to the postmaster at the place where they are addressed, and

only delivered upon order, or after taking a receipt, and tending, in my opinion, greatly to secure the safety of valuable matters sent by mail.

FRIDAY, *February* 13, 1863.

CHARLES E. UPPERMAN, (examination resumed.)

Question. (By the Chairman.) In consequence of information I have received, anonymously, I ask to know whether you have received any information from any source that you were to be "spotted," or anything of that kind, for the testimony you gave before this committee?

Answer. I heard something of it yesterday afternoon.

Question. From what source did you hear it?

Answer. From one of the clerks down stairs.

Question. What is his name?

Answer. Mr. Klink.

Question. In what department is he employed, and in what capacity?

Answer. He is a temporary clerk.

Question. Did any person come to you, after you gave you testimony here, and ask you to modify it in any respect?

Answer. Only in relation to the number of files that had been amended.

Question. Who was the person or persons?

Answer. Mr. McCormick was under an apprehension that I had not stated the matter correctly.

Question. Who was present besides Mr. McCormick?

Answer. Nobody but the young man in his room; I do not know that he heard the conversation between us.

Question. What do you know in reference to franking letters in the office?

Answer. I know very little about that.

Question. What do you know about the correspondence of the office; how is it conducted.

Answer. The different branches of the office prepare their own letters for the signature of the Commissioner.

Question. In whose handwriting is the frank on those envelopes? (The three registered envelopes referred to in previous testimony were handed to the witness.)

Answer. I think that is Mr. Hayes's handwriting, from seeing his name on the files; I think it is his handwriting, but I do not know that it is?

Question. Do you know whose it is?

Answer. I do not.

FRIDAY, *February* 13, 1863.

A. EDSON, sworn:

Question. (By the Chairman.) State your occupation.

Answer. I am registry clerk of the Washington city post office.

Question. State fully what you know in relation to any losses of money, or valuable papers, transmitted from the Patent Office, or to the Patent Office, through the Washington city post office.

Answer. I have heard that money sent from the Patent Office, in registered letters, had never been received; I know nothing about it myself; for the registered letters sent from the Patent Office we have returned bills from the post office to which sent.

Question. Have any of the envelopes ever been returned?

Answer. Yes, sir.

Question. Give us whatever information you have in reference to those losses.

Answer. Some time in August, 1862, I was told that some money sent from the Patent Office, in registered letters, had not been received. These three registered envelopes I received; I received them at the window.

Question. From whom?

Answer. From a young man.

Question. Would you know the young man if you saw him?

Answer. I do not know; I have not seen any young man I could identify as the young man from whom I received those letters; I had never seen him before.

Question. Had you received any before?

Answer. I received two at one time and the other a day or two afterwards.

Question. Have you made any comparison?

Answer. Those are the envelopes and these the certificates.

Question. Examined the receipts?

Answer. Yes, sir; I gave those receipts myself, and we got returned bills from the post office to which they were forwarded.

Question. What other losses have taken place in the post office?

Answer. I heard Mr. Tree say that money had been lost which had been sent to the Patent Office.

Question. Could you tell from the envelopes whether they had been broken and the seal gone?

Answer. No, sir.

Question. Who franked them?

Answer. I cannot tell.

Question. Have you heard of the moneys having been lost at the office?

Answer. No more than I have stated.

Question. What precautions were taken to secure these letters from being lost?

Answer. They were placed on my desk. I have charge of the registered letters, and nothing else.

Question. (By Mr. Clephane, city postmaster.) Are the letters which come from the Patent Office in blue envelopes?

Answer. I never received any other, except these three. They were always brought by an old gentleman by the name of Frazer. I recollect that they were occasionally brought by a small boy. The first of these was brought by a young man. I noticed something unusual in the fact of their being brought in *yellow* envelopes, and by another person.

Question. (By Mr. Holloway.) Would you know the small boy who you say sometimes brought these letters if you saw him?

Answer. Yes, sir.

Question. Was he remarkable for his genteel appearance?

Answer. Yes, sir; he is a good appearing boy.

Question. Is he about fourteen years of age?

Answer. Yes, sir.

Question, (the boy having been sent for, and being shown to the witness.) Is this the boy?

Answer. He is not the boy who brought me these letters. The young man who brought these yellow envelopes was about eighteen years of age.

Question. Did the same person bring these three?

Answer. Yes, sir.

Question. Was there not a letter containing silver in a blue envelope received about the same time?

Answer. There was such a letter. I held it up in my hand, and called some one's attention to it, stating that there was a good deal of money in it.

A. EDSON.

FRIDAY, *February* 13, 1863.

LEWIS CLEPHANE, recalled:

Question. (By Mr. Holloway.) Was any plan adopted to detect these losses of money between the post office and Patent Office besides numbering the letters?

Answer. We commenced the practice, and one day we numbered them. I came over to see Mr. Hayes, and objection was made to the plan as impracticable.

Question. Was there any other plan adopted?

Answer. None by me.

Question. Was it given up because it was believed to be impracticable?

Answer. Mr. Hayes and myself talked over the matter, and we thought it was impracticable.

L. CLEPHANE.

FRIDAY, *February* 13, 1863.

J. L. HAYES, sworn:

Question. (By the Chairman.) What is your profession?

Answer. I am a lawyer by profession.

Question. And at present chief clerk of the Patent Office?

Answer. Yes, sir.

Question. How long have you been engaged in that capacity?

Answer. I was appointed on the 10th of June, 1861, and I have been employed here ever since then.

Question. What do you have to do with the correspondence of the office, and especially that part of it which is valuable?

Answer. All the papers of the office come into my hands, and all the money and funds came into my hands originally.

Question. Look at those three envelopes, and say whether they have been franked by you.

Answer. The one addressed to Sulivan & Dana, numbered 944, is not mine. The one to McIrving and Willey, numbered 988, is mine, and the one to Oliver Davidson is also mine.

Question. Do you know that the letter which I hand you is in the handwriting of W. R. Holloway, private secretary to Governor Morton?

Answer. I do not; but I know W. R. Holloway.

Question. Do you know the handwriting of that letter, signed J. M. Holloway?

Answer. I do not. I never compared the handwriting of either of the Holloways.

Question. Was either J. M. or W. R. Holloway employed in the Patent Office?

Answer. J. M. Holloway was. W. R. Holloway was never employed in the Patent Office, in any duty whatever.

Question. Was he here at any time?

Answer. He has been here connected with the official business of Indiana. He has been here only temporarily.

Question. Has he lived here?

Answer. No, sir.

Question. Do you know there have been complaints that letters from the Patent Office have not reached their destination. Explain what you know about the matter to the committee?

Answer. There have been complaints of the failure of our letters to reach those to whom they were addressed; and of letters sent to this office not having reached us. There have been more complaints of letters not having been received.

Question. When did this state of things commence?

Answer. It has been so ever since I have been in the office.

Question. To a considerable extent?

Answer. Yes, sir. Not a week passes but there is some complaint. Sometimes those complaints are renewed; and frequently the whole matter is found to be a mistake. Complaints are also made of papers and documents having been lost, and of letters containing

both money and certificates of deposit. In many cases triplicate certificates have been sent, showing that certificates have been lost twice.

Question. State what efforts have been made to trace these losses up?

Answer. At the time these letters were sent back to the office, Mr. Holloway being absent, I was Acting Commissioner. You all know, of course, that under the law the chief clerk is Acting Commissioner during the absence of the Commissioner. Seeing that those franks were forgeries, I commenced a particular examination into the whole matter. I examined all the messengers in the office. After investigating, as far as I could, I became satisfied that the letters containing money, for which there were substitutes, left this office.

Question. In whose handwriting is the list of registered letters sent by you to the city postmaster?

Answer. I do not know.

Question. (By Mr. Clephane.) I would like to inquire whether there has not been another envelope returned to the Patent Office where substitution has taken place as in the other cases?

Answer. Yes, sir.

Question. Do you enclose money in letters like that?

Answer. There are a certain class of remittances sent forward in these envelopes. Large remittances are always transmitted in a blue linen-lined envelope. There is another large class of remittances which are made every day, such as the return of excess of fees. It is the practice to send back immediately what parties send to the office in excess of fees. These small amounts are generally sent forward in yellow envelopes.

Question. Are they registered?

Answer. They are registered in this office, but not in the post office. They are registered in the messenger's money letter-book.

Question. (By Mr. Holloway.) Who was messenger at the time these letters were lost?

Answer. At the time one of these letters was lost Marshall Holloway was messenger; at the time the other was lost he was absent in Indiana, and during his absence Harry Holloway acted in his place.

Question. What was the interval between the two letters?

Answer. Three or four days.

Question. What time did Marshall Holloway go away?

Answer. I cannot remember the date; I have no means of determining it.

Question. (By Mr. Clephane.) Have you received a letter from Mr. Robbins?

Answer. It is impossible to answer without consulting my books. [The witness here looked through his books.] There was received on the 2d of January, from Richard C. Robbins, a triplicate receipt.

FRIDAY, *February* 13, 1863.

HUGH MCCORMICK, resumed.

Question. (By the Chairman.) Were any commissions paid in consequence of the printing contract to any other person?

Answer. I do not know of any *such thing*. It is certain that the money charged was paid to Mr. Gideon. In one instance it was paid to the Bank of Washington. He drew it, in that instance, and carried it down to the bank himself.

Question. Do you know Henry S. Davis?

Answer. Yes, sir.

Question. Has he had a claim paid which was previously rejected?

Answer. He was employed in fixing up cases, &c., for the reception of models. His work was made at a certain percentage off from the measured value of different kinds of work. I think it was divided into different kinds of work. I think it was divided into two classes. Certainly not less than two. He had the work measured, and submitted the bill to Mr. Clark, the architect, who promised to give his superintendence to the work. Mr. Clark refused to ratify the bill. There was a difference of some thousand dollars. Commissioner Holt refused to pay it. Payments had been made to Mr. Davis from time to time, and he finally consented to receive payment on the bill certified to by Mr. Clark, under protest, and claiming to reserve his right to an additional sum. That bill I paid. Afterwards he set up a claim for the balance, which was submitted to Commissioner Bishop, in 1858. The Commissioner went into an examination of the papers, which were very voluminous, in regard to it, and he refused to pay the claim. The matter then rested quietly until a change of administration, and Mr. Smith came into office. Mr. Smith sent for all the papers in the case, and they are now in the Secretary's office.

Question. Has Mr. Holloway asked for an appropriation to pay that bill?

Answer. He has not to my knowledge. Mr. Davis ignored the Patent Office in the whole business, and put his claim before the department. Mr. Smith did recommend to Congress the propriety of making an appropriation to pay it.

Question. Did Mr. Holloway recommend it?

Answer. He had nothing to do with it that I know of. I knew that the Secretary sent for the papers. In connexion with that, I should state, the reason why the Secretary asked Congress to make an appropriation was this: money enough had been appropriated to pay Mr. Davis's claim, and was on hand for over two years; but there is a rule in the Treasury Department that when money has been undrawn for two years, it goes back into the surplus fund. We were asked whether we wanted that balance. I had about $900 in my possession which would cover incidentals. and I wrote to the Treasury Department that the balance of $10,000 would not be needed.

Question. When was Dr. Doane employed?

Answer. In April, 1861.

Question. What was his position?

Answer. Assistant examiner.

Question. Is it the rule of the office to examine assistant examiners?

Answer. It is a general law applying to all of the departments, that applicants for clerkships shall be examined before they are appointed. The term clerk was considered to include examiners.

Question. Has the Commissioner of Patents designated any board for the purpose of examining assistant examiners?

Answer. The meaning I take from your words would seem to imply that there is a law requiring a standing board. There is no standing board. A board, however, was appointed on the 1st of July, 1853; and all were held to be applicants whether they held position or not. The law was considered to have legislated every man out of office. A board was constituted of the persons designated by the Commissioner at the time; and they entered into an examination of the persons brought before them.

Question. Was Dr. Doane examined?

Answer. I do not know.

Question. What were his duties as assistant examiner?

Answer. To examine applications for patents.

Question. Has he been absent from his office?

Answer. He was in the spring of 1861. I cannot state definitely. He was absent probably two months.

Question. What was the occasion of his absence?

Answer. He had a leave of absence for a month; and I understood he wrote to the Commissioner that he was ill, and asked for an extension of his leave of absence. At another time I heard that he wrote that his wife was sick.

Question. Where does he reside;

Answer. I do not know. He is put down as an appointment from the State of New York. At least that is my impression.

Question. Did he stay longer than his leave?

Answer. Yes, sir, longer than his first leave. He was the man referred to as absent at the request of several members of Congress.

Question. You say that Mr. Holloway did not apply for an appropriation to pay Mr. Davis's claim. Please look at the Commissioner's letter under date of November 1, 1862, contained in Executive Document No. 3, 37th Congress, 3d session, page 103?

Answer. I was not aware of that fact. I was not aware that the Commissioner had been applied to by Mr. Davis.

FEBRUARY 13, 1863.

Upon reflection, I have to repeat that I did not know anything about the letter of the 1st of November, 1862—as printed at page 103 of the report of the Secretary of the Treasury—until my attention was called to it to day. Nor was I aware that an appropriation for the payment of Mr. Davis's claim had been asked for until I saw it on page 12 of the pamphlet containing the report of the Secretary of the Interior. From that pamphlet it certainly would appear that the appropriation had been recommended by the *Secretary* and not by the *Commissioner*.

On investigation, however, I find that a letter was written—in fact, I wrote it myself—on the 9th of December, 1861, to the Secretary, (a copy of which, marked "No. 1," is hereto annexed.) This I supposed had set the matter at rest, as I heard no more about it until I saw the pamphlet above referred to; and even then I did not suppose that the Commissioner had been consulted. But it appears that on the 19th of February, 1862, another letter was received from the Secretary, (a copy of which is also annexed, marked "No. 2." This letter I never saw or heard of until to day.

No. 1.

UNITED STATES PATENT OFFICE,
Washington, December 9, 1861.

SIR: I have to acknowledge the receipt of a communication of Mr. Henry S. Davis, referred to this office by you.

The letter of Mr. Davis is in relation to a claim which he makes for the difference between what was paid to him and what he alleges he was entitled to receive for fitting up the saloon in the west wing of the Patent Office building, under a contract entered into between Mr. Holt, Commissioner of Patents, and himself in the year 1857.

In reply I beg to state that, upon an examination of the papers on file in this office in reference to this matter, it appears that this claim of Mr. Davis was referred (on the 24th of May, 1859,) by your predecessor, Hon. Jacob Thompson, to Mr. Bishop, then Commissioner of Patents, who, on the 30th of December following, made a full report *adverse* to said claim; which report was, on the 30th of June, 1860, approved by the Secretary.

The claim of Mr. Davis having been thus deliberately considered and refused by the Commissioner, and that refusal as deliberately approved by the Secretary, ought, in my opinion, to be considered as *finally* settled. I therefore respectfully suggest that it would now be inexpedient and improper to reopen the question; and more especially as the claim is simply a reiteration of that already so fully examined and disallowed.

Mr. Davis's letter is herewith returned.

Very respectfully, your obedient servant,
D. P. HOLLOWAY, *Commissioner.*

Hon. C. B. SMITH,
Secretary of the Interior.

No. 2.

DEPARTMENT OF THE INTERIOR,
February 19, 1862.

SIR: The claim of Henry S. Davis for an alleged balance due to him for fitting up cases in the west wing of the Patent Office building has again been urged upon my attention.

In your communication of the 9th of December last you state that your predecessor, Mr. Bishop, on the 30th December, 1859, made a full report adverse to the claim of Mr. Davis, which was confirmed by Secretary Thompson, and that you, therefore, consider the claim as "*finally settled.*"

Without an examination of the report of Mr. Bishop, I concurred in your decision.

If the claim of Mr. Davis depended upon a construction of the law, I should not, under the circumstances, think it proper to review the construction upon which the claim had been adjusted.

It appears, however, upon an examination of the report of Mr. Bishop, as well as of other papers, that the alleged error and mistake was one of fact and not of law.

The contract of Mr. Davis was to perform the work upon a certain rate o discount from the bill of prices, which seems to have been regarded as a standar of prices.

After the work was completed a controversy arose in regard to the amoun of the work. Two or three measurements have been made differing materiall in their results. The measurements upon which the settlement with Mr. Davi was based is alleged to be erroneous, and it is also charged that it differs ma terially from another measurement of the same work made by the same persor

I have formed no opinion in relation to these points, and do not assume t decide whether the measurement upon which the settlement with Davis wa made was correct or not.

If there has been an error in the measurement it is proper that it should b corrected; but the evidence to correct the error, if one exists, should be ob tained at the expense of the claimant.

I therefore recommend that you select one or more competent mechan ics, in whose skill and integrity you have confidence, and have the work measured by them in accordance with the contract; provided that Mr. Davis will pay the expenses of the measurement.

After such a measurement shall be made, it will then be time to determine whether any ulterior steps shall be taken in reference to the matter.

Very respectfully, your obedient servant,

CALEB B. SMITH,
Secretary.

Hon. D. P. HOLLOWAY,
Commissioner of Patents.

Question. How many of Mr. Holloway's family are employed in the Patent Office?

Answer. His two sons have been employed here; but only one of them is here now. I believe he also has a very distant relative in the department.

Question. In what capacity is his son employed?

Answer. J. M. Holloway is chief messenger of the Patent Office. The other was employed as a third-class clerk, and detailed for duty in the model room. The duties of that room are to receive and receipt for models. They then label them, if they have not been labelled properly previously. They hunt up the cases to which these models belong, and enter them on the files. They then acknowledge the receipt of the models to the parties. From that time they have the care of the models until they come up to be examined.

Question. Was any other person employed in that room?

Answer. There have been always two persons employed; at one time there were three.

Question. Who was employed before Mr. Holloway's son?

Answer. A young man by the name of Yeatman.

Question. What was his salary?

Answer. He was paid as a temporary clerk, at a salary of $1,000.

Question. What salary did Mr. Holloway receive?

Answer. He received $1,600, except at the time of the reduction of the salaries, when his was reduced with the others; then he only got $1,400.

Question. Has that been raised?

Answer. Yes, sir; since the first of July.

Question. Has he been reinstated?

Answer. Yes, sir.

Question. Is he there now?

Answer. No, sir; he is in the army.

Question. (By Mr. Webster.) Mr. Holloway, then, has only one son in the Patent Office now?

Answer. Yes, sir.

Question. (By the Chairman.) How long has Mr. Holloway's son been in the army?

Answer. Since November last. His son, who is chief messenger, only gets a salary of $840.

Question. How much has Mr. Dennis been absent?

Answer. To my knowledge, he has had no regular leave of absence since he was connected with the Patent Office proper. As to his incomings and outgoings I know nothing about them.

Question. Was he subjected to any examination for the position he occupies as second assistant examiner?

Answer. I do not think he was. When he came here, in 1861, he was examined as a fourth-class clerk—a higher grade than that of second assistant examiner, to which he was afterwards appointed.

MONDAY, *February* 16, 1863.

CHARLES E. UPPERMAN resumed:

I desire to state to the committee that the term "spotted," used in my previous testimony, was my own. I stated, from what I heard, I expected that I would be "spotted" I had learned that Mr. Davis had said, if he were Mr. Holloway, he would take care of a parcel of hounds who were working against him, and that he spoke of me as one of them. I do this as an act of justice to Mr. Holloway and myself.

MONDAY, *February* 16, 1863.

WILLIAM T. DENNIS sworn:

Question. (By the Chairman.) Where do you reside?

Answer. Richmond, Indiana.

Question. Where are you employed at present?

Answer. In the Patent Office.

Question. How long have you been engaged as an assistant examiner in the Patent Office?

Answer. Since the 1st of August last.

Question. How long have you been employed in the Patent Office?

Answer. I came here in April, 1861, and I will be here two years next April.

Question. In what capacity were you first employed?

Answer. As chief clerk of the agricultural division of the Patent Office. I came here for that purpose, as it was in accordance with my taste and acquaintance.

Question. How long were you there?

Answer. Until the passage of the law erecting the agricultural department; I resigned at the time the agricultural division was transferred from the Patent Office.

Question. What was your salary?

Answer. $1,800 a year.

Question. In what capacity are you now employed?

Answer. As second assistant examiner.

Question. Have you passed an examination for that situation?

Answer. I underwent a general examination when I came here; the examination was made by Mr. Baldwin and Mr. Williamson, who was here then; the examination was a general one and not in reference to a clerkship alone.

Question. As the result of that examination you were employed as a clerk?

Answer. Yes, sir.

Question. Have you undergone any special examination for the position of assistant examiner?

Answer. Not exclusively for that position.

Question. What was your occupation before you came here?

Answer. For the last two years as (foreman) general business agent of a machine shop; before that I was connected with an agricultural paper, as editor; I was also considerably interested in dealing in agricultural implements and tools generally, and in seeds and matters of that description. I have been secretary of the State board of agriculture of Indiana, and one of the executive committee of the board for 8 or 10 years.

Question. How much of your time have you been in the office, and how much out of the office, since your employment as assistant examiner?

Answer. I do not think I have been out, at any one time, more than 5 or 6 days, and, without being able to say definitely, I think the whole of my absence would be less than 30 days.

Question. What is your speciality as second assistant examiner?

Answer. After becoming familiar with the routine duties, I took up cases and made examinations of the specifications, models, claims, and descriptions, to see whether they agreed, how far they were liable to objection, and how far they might be allowable for patents; then I made my report to my superior.

Question. Are you commissioned by the State of Indiana for any purpose?

Answer. Yes, sir.

Question. For what purpose?

Answer. I am acting as a military agent of the State, in this city, by the appointment of Governor Morton.

Question. Do you give that your attention?

Answer. Yes, sir; somewhat.

Question. How much?

Answer. To the extent of helping the sick soldiers, furnishing materials for their comfort in the hospital, making applications for discharges and furloughs, and enabling them to get their pay, and matters of that kind.

Question. Do you keep a record of the business you do in the office?

Answer. No, sir; I am somewhat of an apprentice to the examiner who has charge of the room; my labors are subordinate to his.

Question. Who is the examiner?

Answer. Clifford Arick.

Question. What is your compensation?

Answer. $1,600; I attend to the duties of my position as military agent of Indiana without compensation in any shape or manner.

Question. (By Mr. Holloway.) What proportion of your time have you been absent since you have belonged to the Patent Office proper?

Answer. I have not been absent, on leave of absence, to visit my family, since my appointment, (September.)

Question. Are other employés absent?

Answer. Yes, sir. I am always to be found at my desk, I may add, unless when absent, necessarily, on some little business of my own; most of the time I am here by or before eight, and often after business hours, in which I am keeping up the general routine business; I may have been absent for a day or so on my own business, but not more.

Now, I would like to say something in reply to the allusions to myself in the pamphlet upon which this investigation is based. First, I am not a relative of Mr. Holloway. It is there stated that I was to be appointed by Mr. Holloway as his disbursing and financial clerk. I had no such idea intimated to me by either Mr. Holloway or Mr. Smith. The only person who spoke to me about that position as financial clerk was Mr. Newton. The pamphlet charges that I was denounced to Secretary Smith and Commissioner Holloway as a "scoundrel and a thief." Of course I am not to be held responsible for anything stated on that subject, as I know nothing of what was said to them. The pamphlet says: "The chief clerk of the agricultural division was dismissed, and the intended financial clerk was installed in his place at a salary of $1,800 per annum." I filed my resignation thirty or forty days in advance with the Commissioner of Patents, to take place the very moment that Mr. Newton was confirmed. I had the recommendation of some sixty or eighty senators and representatives for the position of chief clerk of the new department. I never presented it, but kept it as evidence that I was not dismissed or lacked qualifications. The pamphlet states that Mr. Holloway appointed "this same man an assistant examiner at $1,800 per annum." I am only second assistant, at $1,600, and my son never had any appointment of $600, as charged. It states that I am now engaged in the services outside of the office, for which I receive compensation. As I have stated, I do not receive any compensation for acting as military agent of Indiana. As to my right to be called "Colonel," I have the commission in my pocket as aide to Governor Morton, with the rank of colonel.

I never was a partner of Mr. Holloway, "in the publication of a small weekly newspaper," as charged.

MONDAY, *February* 16, 1863.

J. M. HOLLOWAY sworn:

Question. (By the Chairman.) What is your age?
Answer. Twenty-six.
Question. What is your occupation?
Answer. Chief messenger of the Patent Office.
Question. How long have you been employed here, and at what salary?
Answer. Since the 16th of May, 1861, and at a salary of $840 per annum.
Question. Do you do any other work than furnish service for the Patent Office?
Answer. I furnish the stationary and such things. I get it from the man who has the contract.
Question. Do you receive compensation for that?
Answer. Nothing more than my salary.
Question. Do you furnish anything else?
Answer. I furnish carpentry and furniture.
Question. That is the messenger's business?
Answer. Yes, sir.
Question. Do you let horses to the office?
Answer. I have a horse which I get paid for furnishing.
Question. One horse, or more?
Answer. One.
Question. Does it belong to the Patent Office?
Answer. It belongs to me.
Question. Do you let the horse to the office?
Answer. It is kept here for the use of the Patent Office. I only get paid for keeping it.
Question. What price do you charge?
Answer. Twenty-five dollars a month.
Question. Has the Patent Office other horses?
Answer. No, sir.
Question. Who furnishes the carriage?
Answer. The Patent Office owns a carriage and harness. They belong to the Patent Office.
Question. More than one?
Answer. No, sir.
Question. How much of the time is the horse employed in the service of the Patent Office?
Answer. Sometimes more, and sometimes less; I cannot answer.
Question. How much will it average?
Answer. I could not tell.
Question. Who takes care of the horse?

Answer. The hostler, Murphey.
Question. In whose employ is he?
Answer. The Patent Office.
Question. How much is he paid?
Answer. I do not know. I never asked him.
Question. Who told you to put the horse there?
Answer. He was there when I came.
Question. Who purchases the grain?
Answer. The hostler purchases it, and I pay for it.
Question You say there is only one set of harness?
Answer. There is one that belongs to my brother, and one that belongs to the office.
Question. Were they here when you came here?
Answer. No, sir.
Question. Where was the harness for the Patent Office bought?
Answer. I think in Washington, on the Avenue, near Brown's.
Question. Is it a single harness?
Answer. Yes, sir.
Question. You say that you order the stationery?
Answer. Yes, sir.
Question. Who receives it?
Answer. I do.
Question. Who compares it with the invoice?
Answer. No person, that I know of. It is ordered by the item.
Question. Who furnishes it?
Answer. Shepherd & Riley.
Question. Who furnished the agricultural division with stationery when it was connected with the Patent Office?
Answer. I do not know.
Question. Do you know of articles purchased and put down to stationery?
Answer. I know nothing of the kind.
Question. Do you know the seed bags were furnished by the same party who furnished the stationery?
Answer. I know nothing about it. There were some paper bags, that I saw at Mr. Shepherd's.
Question. Have you recently purchased a quantity of photographic albums?
Answer. Yes, sir; I bought *two*, and paid for them out of my own pocket.
Question. You have purchased none that were charged to the Patent Office?
Answer. None at all.
Question. Do you know about the linings of the files?
Answer. Yes, sir.
Question. Have you furnished any to the office?
Answer. Yes, sir
Question. If you have furnished any, state the price.
Answer. I was allowed three cents apiece for pasting them on the

Answer. I do not. It may have been purchased for the agricultural division, but I do not know anything about it.

Question. (By Mr. Holloway.) Who certified to your accounts for the files?

Answer. The chief clerk.

Question. When was that?

Answer. That was for the first files. I certified to the last ones myself, because I had nothing to do with them.

Question. Was it the practice to do this work by the messenger?

Answer I have been told by 20 or 30 persons that it was customary.

Question. Who directed you to make these files?

Answer. Mr. McCormick.

Question. Who fixed the price?

Answer. Mr. McCormick. He gave what it was always customary to give before.

MONDAY, *February* 16, 1863.

HUGH MCCORMICK recalled:

Question. (By the Chairman.) Has it been the practice to allow the messengers to make these files?

Answer. Ever since we have been using muslin-lined files it has been the practice of the office to allow the messenger for the time being to do this work.

Question. How long has that been?

Answer. For some years back.

Question. What price has heretofore been paid?

Answer. Three cents; the same that Mr. Holloway was paid.

Question. Describe those files?

Answer. They are envelopes lined with muslin, and used for holding papers necessary in applications for patents. Mr. Holloway pasted muslin on the back of the paper, and gave the file the form for holding these papers. Here is one of them. Mr. Holloway was paid three cents apiece for making these files. His work and pay were precisely the same as the messengers before him.

Question. So far as hiring this horse is concerned, was it different to what it was before?

Answer. No, sir; ever since Judge Mason's time the office has kept a horse and carriage; we have furnished the stable room.

Question. Who furnished before Mr. Holloway?

Answer. Mr. Adams. The charge had always been $25 a month. I have, myself, used it frequently, in going to the treasury.

Question. When Mr. Holloway came here was there a double set of harness.

Answer. I do not know but that we had several sets, we kept a horse, and the agricultural division kept one. They were sometimes used together, and then it became necessary to have a set of double harness.

Question. (By Mr. Rice, of Maine.) Who made the contract in regard to the horse?

Answer. It was merely an agreement on the part of Mr. Adams to furnish a horse. The present is a continuation of a prior arrangement. That really is all there is about it.

J. M. HOLLOWAY, (examination resumed.)

Question. (By the Chairman.) Did you receive pay from the agricultural division for a horse?

Answer. Yes, sir.

Question. For the same horse?

Answer. No, sir. I had two horses, one for the Patent Office, and one for the agricultural division.

Question. What did you get for the horse for the agricultural division?

Answer. $25 a month.

Question. What was the value of the horses?

Answer. One was worth $175, and the other $225.

Question. Did you furnish anything else for the agricultural bureau?

Answer. No, sir.

Question. Did you make any files for them?

Answer. No, sir.

Question. Was the shoeing of the horse paid by the office?

Answer. Yes, sir.

Question. Was the hay and grain paid by yourself?

Answer. Yes, sir.

Question. Was any harness bought for that horse?

Answer. Probably the double set referred to was bought for the two horses.

Question. Who owns it?

Answer. I suppose the Agricultural bureau does.

Question. Where is that double set of harness now?

Answer. I have not noticed it since the two departments have been separated.

Question. (By Mr. Rice, of Maine.) Did the same arrangement exist in regard to the agricultural division that existed in regard to the Patent Office?

Answer. Yes, sir. I kept Mr. Adams's horse a month, or more, until I got a horse of my own.

Question. (By Mr. Trowbridge.) Does the bill which has been presented include both horses?

Answer. I think it must from the way in which it is made up.

MONDAY, *February* 16, 1863.

ALEXANDER C. KLINK, sworn:

(Called by Mr. Holloway.)

Question. (By Mr. Holloway.) Mr. Upperman stated that he had been "spotted" for testimony he gave in this case; what do you know of any threats about "spotting" him?

Answer. I do not know anything at all about it. I will state briefly how I am concerned in the matter. While I was talking with Mr. Dennis, on last Thursday, he stated that if he were the Commissioner of Patents there were a number of persons he would dismiss, because they had been operating against the Commissioner. He said, "there is Mr. Upperman's room, it is a nest; that Newton and Betts were in there operating against the Commissioner last winter." When Mr. Upperman and myself were going home, I told him that he had better be careful about his room, that there were parties who had visited his room who were obnoxious. He wanted to know who told me. I informed him what Mr. Dennis had said, and then Mr. Upperman made the remark "I am spotted."

Question. Did you ever hear the Commissioner threaten anybody for any testimony given here?

Answer. No, sir.

Question. Or anybody else?

Answer. No, sir.

HUGH MCCORMICK, recalled:

Question. (By the Chairman.) There is a statement under date of 28th January, 1862, showing the balances on hand; how did the account stand at that time?

Answer. My statement in reference to agricultural matters was on the 8th of December, 1862. That was in answer to Mr. Calvert's resolution.

Question. What was the gross amount of the expenditures from July 1, 1861, to January 1, 1862, in reference to this and all other matters?

Answer. I am not able to say at this time, but I will make a statement and annex it.—(Appendix A.)

Question. Does this show?—(Appendix A 1, Ex. Doc. No. 43, 2d sess.)

Answer. This purports to show the balance on hand on the first of July, 1861, and also the balance on hand on the first of January, 1862.

Question. Does it not purport to show the expenditures made from the 13th of July, 1861, to the 22d of January, 1862?

Answer. It does.

Question. Are these balances and recapitulations true?

Answer. Yes, sir; if the statement was made by me they are true. I am not sure that it was prepared by me.

Question. They are the balances embraced here?

Answer. They are not *balances*, they are expenditures.

Question. The items contained here?

Answer. Yes, sir.

Question. Do not those items show, instead of $24,000, a gross sum of $46,546 10?

Answer. No, sir; they show exactly what is on the paper. I have never seen the document in print before, nor do I recollect ever having made such a statement. If I did, and the figures do not add up, it is because they are not taken from the manuscript correctly.

(Here the witness and committee compared the statement with the books in the office.)

Question. You have examined the books. Was the statement sent to Congress a complete transcript of your books?

Answer. This statement is not. The true balance, as shown by my reply to Mr. Calvert's resolution, is $34,377 76. That is Executive Document No. 5, 3d session. I have examined that myself, and it is true.

Question. What was the amount paid over by the former Commissioner, when Mr. Holloway entered on the discharge of his duties, from the agricultural bureau?

Answer. I will answer that hereafter.—(Appendix A; see statement annexed to page 247.)

TUESDAY, *February* 17, 1863.

HUGH MCCORMICK, (examination continued.)

Question. (By the Chairman.) This statement, under date of January 23, 1862, (Ex. Doc. No. 43, 2d Session,) accompanying the letter of the Commissioner of Patents, under date of the 28th of the same month, was not made by you?

Answer. I find, on examination, that it was not made by me, but was made by some other person. It was made from the books of the agricultural division which were necessarily imperfect. Their books are made up from the bills which they certify, and send to me for payment. Consequently, as the bills are dated on the day which they certify to them, they would not always coincide with the date of payment. The date of payment might be a month afterwards. I always charge them the day I pay them. Besides that, bills are frequently paid which do not need the signature of the Agricultural Commissioner; they are certified by Mr. Holloway himself.

Question. Were the amounts contained in this abstract paid at the times which they purport to have been paid.—(Appendix marked A A.)

Answer. They were paid on the days which are referred to in that abstract.

Question. Was the item contained in the abstract of $14,998 94 for seeds paid at the time it purports to be charged?

Answer. It was settled on the day it was charged. I have a letter from the Comptroller showing that that quarter's accounts, including this item, were duly settled, and found to agree with my statement.

Question. Who made that statement under date of 23d of January, 1862?

Answer. I think it was made by Mr. Dennis, from the agricultural division books.

Question. Has the statement which you have there been transmitted to Congress in any form?

Answer. No, sir; the accounts transmitted to Congress on the 8th day of December last are as follows.—(Appendix B; see Ex. Doc., No. 5, 3d sess.) The statement to which I referred as having been made by Mr. Dennis is in the handwriting of Mr. Hilburn.

Question. Where are the books from which that statement was made?

Answer. They are in charge of Mr. Newton, the Commissioner of Agriculture.

Question. Look at these two vouchers and say whether they are correct.—(Appendixes B B. and C C.)

Answer. They show a balance transferred by the former Commissioner to Mr. Holloway of $7,681 57; that is a correct statement of the balance transferred to Mr. Holloway.

Question. If there was so much money on hand at the time this division was turned over to Mr. Holloway, what is the meaning of that over draft of $10,000?

Answer. We never overdrew the appropriation; that is the agricultural division statement, and I know nothing about it. We have expended beyond the amount of appropriation; but as to overdrawing, we never did it. They would not permit us to do it.

Question. I desire to call your attention to another fact: you see that item of $14,998 94, in the abstract; was it paid at the time it purports to be charged? I call your attention to the following paper.

OFFICE OF RIGGS & CO.,
Washington, D. C., July 11, 1860.

Received of Hon. Philip Francis Thomas, Commissioner of Patents, eighteen thousand dollars on account of our letter of credit for £3,600, on Geo. Peabody & Co., favor of Hon. Thomas R. Clemson, dated 10th instant.

RIGGS & CO.

$18,000.

Answer. That paper has reference to it. It was in reference to money advanced to Mr. Clemson when he went to England for the purchase of seeds, to be accounted for on his return.

Question. Was this money advanced during the administration of the Patent Office by Mr. Holloway, or was it advanced previously?

Answer. It was advanced in July, 1860, and therefore before Mr. Holloway came into office.

Question. Was that item of advance included in the accounts of Governor Thomas, or of Acting Commissioner Shugert, which are balanced by the paying over to Mr. Holloway of 7,000 and odd dollars?

Answer. That did not come into the accounts on the books until the account was settled; it was an advance, for which we took Mr. Clemson's receipt, and filed it away, until we could render an account, in such a shape that we could get it through the treasury; it is not the first instance of the kind.

Question. Did the government have any security from this Mr. Clemson?

Answer. He had been regularly appointed as superintendent of the agricultural division by Mr. Thompson, Secretary of the Interior; Mr. Thompson intrusted him with that amount; it was quite a usual proceeding.

Question. Has Mr. Holloway sent any gentleman abroad?

Answer. No, sir; but he advanced to Mr. Morris $11,050. After he rendered his bill for $10,719 46, there was a balance, for which Mr. Holloway is responsible. Mr. Morris sent his certificate the other day for the balance, which placed it in the treasury, beyond his own or Mr. Holloway's control.

Question. Has the Patent Office sent Mr. Browne abroad?

Answer. Yes, sir.

Question. What was his pay?

Answer. At the rate of $2,000 a year, and $1,000 for travelling expenses.

Question. Where is he?

Answer. In this country, though I cannot say where.

Question. Under what statute was Mr. Browne sent abroad?

Answer. No law, that I know of. It is a discretion which Commissioners have always exercised in the disbursement of the agricultural fund. His salary was at the discretion of the Commissioner, subject to the approval of the Secretary of the Interior. In this case, I suppose it had such approval.

Question. Did Mr. Morris have an advance from Mr. Holloway?

Answer. He did.

Question. Was it made at one time?

Answer. At different periods. The total advances before the bill was rendered was $11,050. That has all been accounted for except $330 64; and that, no doubt, will be settled in a short time. I will state that that advance was made on the recommendation of Mr. Newton.

Question. When were those seeds received from Mr. Clemson?

Answer. I do not know.

Question. Before or after Mr. Holloway entered on the discharge of the duties of his office?

Answer. I think they were all received before. I am not conversant, however, with that branch of the business.

Question. Was he not credited with them as they were received?

Answer. Different invoices were received, and the accounts were filed away until we had a final settlement. They kept an account in the agricultural division when the invoices were sent. I made up the general statement. There was one item for the expenses of Mr. Clemson, who had gone to South Carolina, which was not receipted for. There was a charge of Mr. Peabody, showing that Mr. Clemson had got about £86 sterling to pay his expenses home. It was impossible to get Mr. Clemson's receipt, because of the rebellion which had then broken out. This was before Mr. Holloway took charge of the office. The account was not finally settled until the 17th of September, 1861.

Question. What was the exact amount?

Answer. $416 24. There was an offset in favor of the office, in the difference of exchange.

Question. What was the business of this man Browne abroad?

Answer. I know nothing personally about it.

Question. Do you know that he rendered any services?

Answer. I do not.

Question. Who ordered that account to be paid? [handing the witness the following:]

The United States Patent Office to D. J. Browne.

1861. Sept. 2.	For six months' salary, in advance, as travelling agent for the agricultural division of the United States Patent Office	$1,000 00
	For amount to defray travelling expenses, six months in advance	500 00
		1,500 00
	Suspended	1,000 00
		500 00

WASHINGTON, *September* 2, 1861.

Received of the Commissioner of Patents one thousand and five hundred dollars, payment in full, having signed duplicate receipts.

D. JAY BROWNE.

Answer. Mr. Holloway.

Question. Does the Commissioner live in Mr. Browne's house?

Answer. I know that he lives in the house Mr. Browne leased and furnished. Of the private transactions between them I know nothing.

Question. Will you please furnish a statement of the moneys received from all sources, for which Mr. Holloway is responsible, since he entered upon the discharge of the duties of Commissioner of Patents?

Answer. I will furnish it to the committee as an appendix to my testimony.—(See Appendix A.)

Question. What is the amount of stationery for the agricultural

department for the last six months that Mr. Holloway administered that department?

Answer. The statement I have already given will show that.

Question. What was the amount of property transferred from Mr. Holloway over to Mr. Newton?

Answer. All I know about that is, there was no formal transfer of anything from one to the other. Mr. Newton came in on the 1st of July and took possession.

Question. Was there any inventory?

Answer. Not by this office. We thought that he took charge of a considerable amount that did not belong to him. It was in the rooms.

Question. (By Mr. Holloway.) The question has been asked about my occupying Mr. Browne's house. Do you know anything at all about that house?

Answer. I was never there but once—when Mr. Browne was sick.

Question. Would you regard $500 a reasonable rent for it?

Answer. I do not know.

Question. At the time I rented it, had not property very much decreased in value?

Answer. I know that rents were very much depressed at that time.

Question. At what time?

Answer. Early in the spring. I thought, in consideration of all the circumstances, that it was quite a reasonable rent, and that Mr. Browne was quite lucky to get his house off his hands.

Question. What is the difference between the rents you get for your houses now and then?

Answer. There is only one house, of any account, I rent. It is the house adjoining where I live. I rented it readily, in the fall of 1860, for $600; eight months afterwards I could with difficulty get a tenant, and I then got only $400 for it.

Question. What is the difference between the rents now and then?

Answer. They are much better now than then.

Question. Do you know anything about the furniture in Mr. Browne's house?

Answer. I thought it was nicely furnished. I saw nothing particularly extravagant about it.

Question. Has the Patent Office only had one horse?

Answer. The Patent Office proper never had more than one horse at a time.

Question. (By Mr. Trowbridge.) What about the bills which were presented for horse-shoeing?

Answer. It is quite possible, when I had both divisions to pay, that the accounts would occasionally be mingled, sometimes charging to the Patent Office what belonged to the agricultural division, and to the agricultural division what belonged to the Patent Office. In one instance I know I charged the agricultural division with a set of double harness which belonged to the patent fund, but, as an offset, the agricultural fund got a carriage which the patent fund paid for.

Question. I notice a charge of J. M. Young for horse-hire?

Answer. I think that is a mistake. If it is correct, it was for some

special occasion. I will look at my books. I find in my books, March 25, 1862, that there was paid to J. M. Young, for services of horse, &c., $40. That was for the propagating garden, and was to pay for horse, cart, and driver.

APPENDIX A.

Statement of money received by the Commissioner of Patents, from all sources, from the 1st of April, 1861, to December 31, 1862, a period of twenty-one months; showing, also, the balances under each head, and the net balance on hand unexpended.

	Whence.	Amount.	Total.	Expended.	Balance.
Patent fund	Balance on hand	$70,139 37			
Do	From fees	311,473 85	$381,613 22	$343,252 07	$38,361 15
Agricultural statistics	Balance from S. T. Shugert	7,681 57			
	Balance in treasury	14,000 00			
	Appropriation of	60,000 00			
	Sales of damaged seeds, &c.	197 23	81,878 80	83,247 73	.....
Repairs of old building	Balance from S. T. Shugert	.....	225 43	219 03	6 40
Illustrations for report	.....do.	.....	3,052 56	192 50	2,860 06
Saloon in west wing	.....do.	.....	962 39	90 67	871 72
Copyrights	Appropriations	.....	3,725 03	2,708 17	1,016 86
			471,457 43	429,710 17	43,116 19
Deduct balance due D. P. Holloway on agricultural account					1,368 93
Net balance due from all sources in the *treasury* and in the *hands of the Commissioner*					41,747 26

APPENDIX A 1.

UNITED STATES PATENT OFFICE,
January 28, 1862.

SIR: The resolution of the House of Representatives of the 20th instant, introduced by the Hon. C. Calvert, of Maryland, has been received, and with pleasure I submit the following, in reply to the inquiries therein made:

The resolution is as follows:

"*Resolved*, That the Secretary of the interior be directed to inform this House, at the earliest possible day—

"*First*. How much of the appropriation made last year for the Agricultural Bureau of the Patent Office has been expended, specifying each item of such expenditure.

"*Second*. Whether an agent has been appointed to go to Europe; and if so, the object of his visit; stating how much has been paid to said agent for salary and expenses, and what further sum is to be paid him, and what services he has or is expected to render.

"*Third*. Whether any contracts have been made in anticipation of the appropriation; and if so, for what purpose, and for what amount."

In reply to the first division of the resolution, I have the honor of submitting the following statement, marked "A."

To the second branch of the resolution, I take pleasure in stating that about the 1st of May, 1861, D. Jay Browne, esq., of New York, but for some years connected with this office in an important position, was appointed to visit Europe, upon recommendation of several distinguished senators and a large number of the most respectable citizens of the country.

Mr. Browne was instructed specially to examine into and report upon the manufacture of wines, with a view of promoting and fostering that important and growing interest in this country; also in relation to the adulterations of wines.

He was also instructed to investigate and report upon the cultivation and manufacture of flax in the north of Europe; also to examine the growing wheat crops, about harvest time, in the north of Europe, with a view of purchasing seed, if deemed proper by the office. No orders have been sent to Mr. Browne for the purchase of seeds.

Mr. Browne was to receive three thousand dollars, in full of all compensation for salary, expenses, &c. His appointment was for one year only, and he has been paid for that time. No further sum is to be paid to him.

His report is daily expected to arrive, and it is but just to say that it is expected to be the most valuable report ever made upon the subjects assigned to him for investigation.

It is not necessary to enlarge upon the importance of the wine interest. It is attracting universal attention in all parts of our country, from the immense amount of money which is sent from this country to foreign lands for the various kinds of wines, which it is believed can be as successfully and as economically produced in this as in any other country. The only difficulty now and heretofore has been in the want of knowledge in its manufacture. When the wine-makers of this country, or their private agents, have visited the wine manufacturers of Europe, they have naturally been excluded from their establishments from a fear of competition; but I am assured, from sources entitled to full credit, that Mr. Browne, as a government agent, has secured facilities which but few, if any, Americans have before enjoyed, in observing all the manipulations in the manufacture of wine.

Nor is it necessary that I should, except in the most brief terms, refer to the importance of the cultivation and manufacture of flax. There is no portion of the world better adapted to the production of flax than the United States. Soil, climate, extent of territory, all combine to establish the truth of the above statement; and yet we are at this time dependent upon foreign countries for nearly all our linen goods, and are importing linseed largely from India.

Capitalists in this country have been experimenting in the preparation of machinery for manufacturing flax at an expense of millions of dollars; and the most intelligent company in the country, who have devoted their time, intelligence, and great wealth to this enterprise, are now languishing for the want of means to carry on their enterprise, from the fear of a failure in securing the object.

The anticipated report will doubtless solve the great problem which has not yet been solved in this country—how to manufacture by machinery cloth from flax as ecomically as is now done from cotton. Believing this, I am confident that the small sum expended in sending an intelligent agent to Europe for the purpose above indicated will be a judicious expenditure.

In reply to the third division of the resolution, I have the honor to state that in carrying out the contracts made last year the appropriation was overdrawn about $10,000, leaving for the current year only about $50,000, which I have endeavored to expend most economically; and the expenditures of the present year will be confined to the appropriation.

I subjoin a statement of the expenditures in the aggregate from the 1st of July until the 31st of December, 1861.

Yours, truly,

D. P. HOLLOWAY,
Commissioner of Patents.

Hon. C. B. SMITH,
Secretary of the Interior.

APPENDIX A.

UNITED STATES PATENT OFFICE.
Agricultural Division, January 23, 1862.

Herewith I have the honor to transmit a statement of expenditures in detail, commencing July 1, 1861, and ending January 23, 1862:

Date.	To whom paid.	Amount.
1861.		
July 13	W. D. Shepherd, for 22,000 seed sacks	$900 00
13	Mary West, for filling bags with seeds	11 72
13	Adams & Co.'s Express, for freight	1 00
15	C. Fletcher, for feight from Rio de Janeiro to N. York	18 11
23	Eugene France, for filling bags with seeds	7 38
23	Thomas Brown, for 3 volumes of the Ohio Farmer	7 50
25	Samuel Hickey, for 3½ days' services for himself, horse and cart, at $2 25 per day	7 87
25	Samuel Hickey, for 10 loads of manure	7 50
26	Anthony Bowen, for 12½ gallons of paste	3 12
26	John King, for cutting grass around Patent Office	4 87
26	Blanchard & Mohun, for stationery furnished from April to July 12, 1861	506 33
27	Thomas Lambert, for articles furnished for propagating garden	6 95
27	Sheriff & Dawson, for coal and sand used in the propagating garden	49 35
31	G. H. Garrison, for taking care of grounds around Patent Office building, at $40 per month	65 33
31	C. S. Whittlesey, for 2 gallons of coal oil	2 00
31	Francis C. Jones, for filling seed bags	4 45
31	Lizzie Stever, for filling seed bags	6 00
31	Francis Straub, for new roses for propagating garden	3 00
31	Frank Ryant, for drawing Lancaster county horse	15 00
31	J. Thompson, for material and work, propagating garden	7 75
31	Cornelius Brusnahan, for 10 loads of manure	6 00
31	Adams & Co.'s Express, for freight	1 88
31	Irving & Willey, prepaid on wheat sent to Odessa	98 03
31	Irving & Willey, for ½ charges on 4 boxes of books to Leipzig	25 76
31	George R. Adams, for use of horse from March to July 18, 1861	114 51
31	P. Bergman, for washing towels	2 50
31	Salaries paid to superintendent, clerks, messenger, &c	975 00
31	Salaries paid to 9 hands employed in seed rooms	170 50
31	Salaries paid to 11 hands employed in propagating garden	395 45
Aug. 13	Samuel Torbert, for 7 loads of manure	3 50
13	R. Coyle, for water rent	8 00
14	G. M. Wight, for a chair	24 00
25	Peter Gorman, for 50 bushels Tappahannock wheat	85 00
25	Thomas McGrath, for repairs in the propagating garden	5 75
26	J. T. Walker, for lumber, shingles, &c.....do	132 90
26	P. R. Freas, for subscription to Germantown Telegraph	2 00

Statement of expenditures—Continued.

Date.	To whom paid.	Amount.
1861.		
Aug. 26	James Wise, for 10 boat loads of swamp muck	$120 00
26	Emery & Co., for 5 volumes of Prairie Farmer	8 75
26	Z. D. Gilman, for oil and soap	3 48
26	D. R. King, for books, &c	4 00
26	Adams & Co.'s Express, for freight on 50 bush. of wheat	2 00
25	Alex. McKericher, for 200 verbenas for prop'g garden	10 00
31	Miss Hannah Fawcett, for copying 22,878 words for report, 1861	22 87
31	George H. Garrison, cleaning grounds around Patent Office	40 00
31	P. Bergman, washing towels	2 50
31	Salaries paid to superintendent, clerks, messenger, &c.	979 87
31	Salaries paid to 10 hands in seed room	125 99
31.	Salaries paid to 12 hands in propagating garden	426 24
Sept. 5	Irving & Willey, for charges on wheat from Constantinople to Odessa	11 81
5	W. D. Shepherd, for stationery	48 87
8	James Halloway, for horse hire, 1 month and 12 days.	35 00
8	G. F. Acker, for stones delivered, propagating garden	20 00
13	John King, for cutting grass around Patent Office	4 50
14	Pashall Morris, for 50 bushels Mediterranean wheat	85 00
14	Pashall Morris, for 25 grain bags	6 25
14	Adams & Co.'s Express, for freight on the above	7 50
17	Walter F. Collins, for covering 5,450 Agricultural Reports	27 25
17	Perry K. Storm, for covering 6,000 Agricultural Reports	30 00
20	J. R. Cotwise, for 800 bags, at 4 cents	32 00
28	Walter F. Collins, for covering 3,000 Agricultural Reports	15 00
28	Mrs. E. Hart, for filling bags with seeds	2 40
30	Anthony Bowen, for 27 gallons of paste	6 75
30	Julia Wheat, for filling bags with seeds	7 50
30	A. Stelle, for filling bags with seeds	3 00
30	Wm. H. Garrison, for cleaning grounds around Patent Office	40 00
30	P. Bergman, for washing towels	2 50
30	Samuel Foley, for 150,000 bags	112 50
30	A. Jardine, for roses for propagating garden	108 00
30	Vil. Andreux & Co., Paris, for seeds contracted for by Mr. Clemson	14,998 94
30	Pashall Morris, for advance on seeds	6,650 00
30	D. J. Browne, "Europe"	1,500 00
30	Salaries paid to superintendent, clerks, messenger, and watchmen	1,139 00
30	Salaries paid to 38 hands employed in seed rooms	421 75
30	Salaries paid to 9 hands employed in propagating garden	300 82
Oct. 2	James E. Given, for subscription to Daily Republican	1 75
5	William Linton, for flower pots for propagating garden.	69 50
5	Anna Stelle, for filling 5,800 papers with seeds	4 35
5	Julia Robinson, for filling 16,000 papers with seeds	12 00

Statement of expenditures—Continued.

Date.	To whom paid.	Amount.
1861.		
Oct. 9	Anna Stelle, for filling 4,400 papers with seeds	$3 30
10	Thomas Green, for hauling two loads of flowers	3 00
11	Alexander Mahon, for filling 3,000 papers of seeds	2 25
14	Green & Williams, for one dozen chairs	7 50
14	Kate Taylor, for filling 19,300 papers with seeds	14 47
17	W. D. Shepherd, for stationery	60 51
17	Hannah Fawcett, forcopying article for report for 1861	6 00
18	David A. Wells, for article in report for 1860, 60 pages, at $5	300 00
18	A. E. Rider, for filling 4,000 papers with seeds	3 00
18	Adams & Co.'s Express, for freight on boxes of grapes	4 60
22	Anna Stelle, for filling 5,800 papers with seeds	4 35
22	Louis Baker, for article on palm sugar, "3 pages"	15 00
25	Adams & Co.'s Express, for freight on a box from Philadelphia	2 00
25	Mary M. Hart, for filling 5,400 papers with seeds	4 05
26	Anna M. Stelle, for filling 9,200 papers with seeds	6 90
26	Thomas H. Willey, copying, &c	20 00
29	Elizabeth Bradford, for filling 11,554 papers with seeds	8 63
30	Mary Arnold, for filling 4,500 papers with seeds	3 37
30	Austin Baldwin & Co., for freight on seeds from Hamburg	18 77
30	James Halloway, for horse hire for October	25 00
30	Julia Robinson, for filling 32,874 papers with seeds	24 65
31	Wm. H. Garrison, for cleaning grounds around Patent Office	40 00
31	Mrs. A. M. Richardson, for filling 10,600 papers with seeds	7 95
31	P. Bergman, washing towels	2 50
31	Ellen Sandford, for filling 37,466 papers with seeds	28 09
31	Margaret Culverwell, for filling 7,000 papers with seeds	5 25
31	Julia Weed, for filling 12,300 papers with seeds	9 22
31	Jane R. Codwise, for filling 6,200 papers with seeds	4 65
31	Anthony Bowen, for 30 gallons of paste	7 50
31	J. P. Bartholow, for articles for propagating garden	4 80
31	Z. D. Gilman, for glass, paints, brushes, &c	6 25
31	Salaries paid to superintendent, clerks, messengers, and watchmen	1,218 43
31	Salaries paid to 75 hands in seed rooms	1,268 50
31	Salaries paid to 7 hands in propagating garden	290 58
Nov. 4	Violetta Jones, copying 8,800 words for report, 1861	8 80
4	Charles A. Leas, for a box of vulgan	75 27
4	Adams & Co.'s Express, for freight	2 60
5	A. C. Wurden, for filling 3,040 papers with seeds	2 28
5	Julia Robinson, for filling 15,150 papers with seeds	11 36
5	Samuel Tobey, for bags	270 00
6	Mary Knight, for 161 bags, at 4 cents	6 44
7	Phila A. Brink, for filling 10,000 papers with seeds	7 50
8	Harriet Howlett, for filling 14,400 papers with seeds	10 80

Statement of expenditures—Continued.

Date.		To whom paid.	Amount.
Date.			
Nov.	8	Ruth Ann Kline, for filling 9,200 papers with seeds...	$6 90
	8	Mrs. Randolph, for filling 6,200 papers with seeds.....	4 65
	9	Geo. W. Goodall, for articles furnished for propagation..	84 50
	9	Helen Stanford, for filling 3,500 papers with seed.....	2 62
	9	Elizabeth D. Johnson, for filling 3,092 papers with seed	2 31
	11	Kate Taylor, for filling 46,675 papers with seed	35 00
	12	E. P. Smith, for filling 11,250 papers with seed.....	8 43
	13	Mary A. Knight, for 121 bags.....	4 84
	15	Mary A. Knight, for 115 bags.....	4 60
	18	Mary A. Knight, for 150 bags.....	6 00
	18	L. M. Pleasants, for 1,000 bags.....	40 00
	22	Mary A. Knight, for 100 bags.....	4 00
	22	Jane R. Codwise, for copying article on hop culture...	5 00
	22	Mary A. Knight, for 150 seed bags.....	6 00
	23	G. L. Sheriff, for 1 ton of coal.....	9 00
	26	Mary A. Knight, for 100 seed bags.....	4 00
	29	Mary A. Knight, for 100 seed bags.....	4 00
	29	James Halloway, for horse hire for November.....	25 00
	30	L. M. Pleasants, for 1,000 seed bags.....	40 00
	30	P. Bergman, for washing towels.....	2 50
	30	Wm. H. Garrison, for cleaning grounds and making fires	45 00
	30	Salaries paid to superintendent, clerks, messenger, and watchman.....	1,157 98
	30	Salaries paid to 39 hands employed in seed rooms.....	759 74
	30	Salaries paid to 8 hands employed in propagating garden	280 45
Dec.	2	Mary Harris, for copying article on the "New England horse".....	26 88
	3	W. D. Shepherd, for stationery.....	149 00
	3	J. W. Fitzhugh, for making case, painting, &c.....	23 25
	4	Jenie L. Wall, for copying article for 1861 report.....	5 10
	6	James McGuire & Co., for 3 months' rent.....	50 00
	7	Jennie L. Wall, for copying article for 1861 report....	6 24
	10	Kate Taylor, for copying article for 1861 report.....	8 70
	11	Louis Schade, for article on Lupine.....	11 50
	11	Mary A. Knight, for 200 seed bags.....	8 00
	11	J. A. Cook, for copying articles on grapes, &c.....	14 36
	12	Hannah Fawcett, for copying articles on salt marshes..	21 00
	18	Adams & Co.'s Express, on barley from Pittsburg....	13 50
	21	J. A. Cook, for copying article on sheep.....	8 20
	21	R. S. Phenix, for copying article on fruit culture, &c..	19 45
	21	Theodore Clark, for 10 bushels of ball barley.....	40 00
	21	Lizzie Steaver, for copying article on Chester co. swine	1 80
	21	Thomas Marcy, for 250 pounds straw for propa'g garden	2 50
	24	Sarah A. Ayre, for copying articles on sheep, wool, &c.	12 96
	31	Wm. H. Garrison, for cleaning grounds and making fires	45 00
	31	P. Bergman, for washing towels.....	2 50
	31	John Stephenson, for articles for propagating garden..	5 23
	31	R. Dyers, for 1,250 pounds straw for propagating garden	13 75

Statement of expenditures—Continued.

Date.	To whom paid.	Amount.
1861.		
Oct. 31	J. A. Cook, for copying article on "milk"	$6 48
31	D. T. Marcus, for load of moss for propagating garden	5 00
31	Walter Godey, for one year's ice	22 81
31	Salaries paid to superintendent, clerks, messenger, and watchman	1,139 00
31	Salaries paid to 43 hands employed in seed rooms	905 98
31	Salaries paid to 7 hands employed in propagating garden	301 75
1862.		
Jan. 1	Pashall Morris, for advance on seeds	2,500 00
3	L. G. Magruder, for glass and glazing	2 50
6	Kate Taylor, for copying article on grape culture	13 82
6	W. D. Shepherd, for stationery	588 77
6	C. Edward Lester, for 50 oz. tomato seeds, $1 per oz.	50 00
6	Mrs. Hale, for filling 6,200 papers with seed	4 65
8	F. A. Lutz, for 1 set single harness	30 00
9	Miss Jones, for copying article, "by Wells"	18 00
10	Adams & Co.'s Express, for freight	1 50
10	G. L. Sheriff, coal for propagating garden and seed rooms	171 00
10	Hannah Fawcett, copying article on hemp, (2 copies)	54 75
13	Green & Williams, chairs for seed rooms	15 00
13	Anthony Best, printed envelopes for Smithsonian Inst.	55 50
15	G. F. Gilbert, for freight on seeds	60 60
15	Mary Knight, for 420 bags, at 4½ cents	18 90
15	Adams & Co.'s Express, for freight	2 75
14	P. Morris, advance on seeds	1,590 00
20	Samuel J. Parker, article on grapes, "Ag. Report," 1860	70 00
20	Mrs. Cook, for copying article, report, 1861	12 87
21	Mrs. Bradley, for filling 2,508 papers with seed	1 88
22	Adams & Co.'s Express, for freight	1 38
22	Salaries paid to 118 hands in seed rooms—"discharged"	908 00

UNITED STATES PATENT OFFICE, AGRICULTURAL DIVISION,
Washington, January 24, 1862.

Amount of appropriations for 1862		$60,000 00
Amount overdrawn previous year		10,000 00
Balance on hand July 1, 1861		50,000 00
Expenditures in July	$3,438 10	
Expenditures in August	1,993 61	
Expenditures in September	10,617 40	
Expenditures in October	3,208 67	
Expenditures in November	2,937 57	
Expenditures in December	2,819 94	
		25,015 29
Balance January 1, 1862		24,984 71

APPENDIX AA.

Statement of money paid by D. P. Holloway, Commissioner of Patents, for agricultural statistics during the quarter ending the 30th day of June, 1861.

Date of payment.		No.	Name.	Nature of payment.	Amount.
1861.					
pril	1	1	B. Smith	Acorns	$6 85
	1	2	Blanchard & Mohun	Stationery	345 04
	1	3	Railroad Company	Freight, &c	4 55
	4	4	Irving & Willey	Expense for agency	59 28
	4	5	Campbell & Son	Hardware	56 54
	4	6	Steamer Monticello	Freight, &c	63 80
	5	7	W. H. Harrover	Lining boxes with tin	8 50
	5	8	G. T. Vance	Services in seed room	50
	8	9	J. Disturnell	Article for report	100 00
	10	10	Railroad Company	Freight	50
	10	11	Peter Gorman	Wheat	10 20
	11	12	L. Hickey	Services, &c	38 25
	12	13	John P. Jacobs	Services in seed room	16 25
	13	14	Mary Bowen	Paste	8 00
	13	15	Samuel Torbert	Manure	13 00
	15	16	Adams & Co	Freight	1 00
	15	17	Henry Martin	Services in seed room	20 00
	16	18	David Fisher	Manure	2 50
	17	19	P. Byrnes	Services in seed room	6 25
	17	20	Irving & Willey	Expenses of agency	26 06
	18	21	F. Straub	Flower pots	20 25
	20	22	Adams & Co	Freight	75
	22	23	C. Young	Services	28 50
	22	24	J. D. Dement	Services in seed room	27 50
	23	25	John W. Benson	do do	33 00
	23	26	John F. Burch	do do	27 50
	24	27	Steamer Monticello	Freight, &c	60 62
	24	28	H. Norris	Services in seed room	3 50
	25	29	D. J. Browne	Salary, &c	1,500 00
	27	30	Railroad Company	Freight	1 94
ay	4	31	Z. D. Gilman	Sundries	44 16
	4	32	E. Locke	Salary	208 00
	4	33	C. L. Alexander	do	133 00
	4	34	Wm. H. Deitz	do	116 00
	4	35	C. Forster	do	100 00
	4	36	E. G. Smith	do	100 00
	4	37	David Brown	do	100 00
	4	38	G. Jordan	do	90 00
	4	39	N. W. Hillborn	Services	78 00
	4	40	Peter Bergman	do	50 00
	4	41	F. Cook	Services in seed room	50 00
	4	42	J. O'Donnell, jr	do do	43 50
	4	43	C. A. C. Wade	do do	39 00
	4	44	F. X. Byrne	do do	30 00
	4	45	R. S. Pryor	do do	27 50
	4	46	M. McFarland	do do	25 62
	4	47	E. De Young	Services	15 00
	4	48	B Frazer	do	6 00
	4	49	Priscilla Bergman	Washing	2 50
	4	50	Jos M Berkely and others	Services in seed room	1,633 60
	7	51	A Glass	Services in garden	50 00
	7	52	D. Connell	do do	25 00
	7	53	John Beath	do do	32 50

AA.—*Statement of money paid, &c.*—Continued.

Date of payment.		No.	Name.	Nature of payment.	Amount.
1861.					
May	7	54	C. Brosnahan	Services in garden	$32 50
	7	55	A. McKerichar	do do	50 00
	7	56	John Robertson	do do	39 00
	7	57	T. H. Dawson	do do	30 75
	7	58	W. Raybold	do do	25 00
	7	59	E. Brooke	do do	21 87
	7	60	Charles Sword	do do	20 00
	7	61	John T. Donohoe	do do	19 50
	7	62	John L. Cameron	do do	19 50
	7	63	John Reekire	do do	25 00
	7	64	S. Gregg	Services in seed room	5 00
	7	65	H. T. Whyte	do do	1 50
	7	66	E. W. Davidson	do do	1 50
	8	67	Thomas McWilliams	Services in garden	9 37
	8	68	A. Miller	do do	12 18
	8	69	R. Rothwell	do do	13 00
	8	70	John Fitzgerald	do do	10 31
	8	71	W. Copeland	do do	13 00
	8	72	P. Horan	do do	21 56
	8	73	F. Straub	do do	24 37
	8	74	P. Kelley	do do	8 43
	8	75	P. Burns	do do	10 00
	8	76	L. Hickey	do do	38 25
	8	77	W. M. Knowles	do do	18 75
	8	78	J. A. Newmann	do do	21 25
	8	79	J. Halley	do do	27 50
	8	80	D. Murphy	do do	36 75
	8	81	P. K. Storm	Services in seed room	43 50
	8	82	H. McCollum	Services in garden	17 50
	9	83	G. H. Brown	Salary	83 00
	9	84	John McFee	Services in garden	22 50
	9	85	W. H. H. Kidwell	do do	19 50
	9	86	R. Roberts	Ink, &c	5 25
	13	87	E. Brooke	Services in garden	5 31
	13	88	C. A. Sengstack	Sign	11 00
	13	89	Wm. M. Knowles	Services in garden	5 25
	13	90	H. McCollum	do do	3 43
	13	91	R. Harmon	Wheat, &c	15 88
	14	92	T. E. Freeland	Services in seed room	5 00
	14	93	R. V. Hughes	do do	1 50
	14	94	Wm. McCoy	do do	5 00
	14	95	Charles Sword	Services in garden	6 87
	14	96	Thomas H. Dawson	do do	8 25
	14	97	Wm. Poulton	Tubs	12 00
	14	98	Charles Sword	Iron letters	1 25
	14	99	Wm. McGrath	Services in garden	11 50
	15	100	T. Lay	Services in seed room	5 00
	15	101	A. Willey	Making seed bags	33 00
	17	102	American Telegraph Co.	Telegram	3 53
	17	103	A. C. Harris	Filling seed bags	2 65
	17	104	Wm D. Bryan	Services in seed room	5 00
	17	105	James L. Bryan	do do	4 00
	17	106	James Laurie	do do	3 50
	17	107	W. Reybold	Services in garden	6 87
	18	108	Robert Harrison	Services in seed room	5 00
	20	109	C. L. Alexander	Services	86 78
	21	110	A. E. Ryder	do	6 00

AA.—*Statement of money paid, &c.*—Continued.

Date of payment.		No.	Name.	Nature of payment.	Amount.
1861.					
May	21	111	Louisa E. Martin	Services	$6 60
	23	112	S. F. Hobbs	Services in seed room	5 00
	25	113	Railroad Company	Freight, &c	2 25
	25	114	G. D. Mangum	Services in seed room	11 25
	27	115	George A. Armes	do do	5 00
	27	116	A. Best	Envelopes	50 00
	27	117	A. V. Garcia	Services	5 25
	27	118	C. M. Appleton	do	6 37
	28	119	Bull & Tuttle	Subscription to Balt. Clipper	4 00
	29	120	P. M. Frean	Services	6 00
	31	121	Z. D. Gilman	Sundries	49 31
	31	122	B Frazer	Services	6 00
	31	123	E. Locke	Expenses, &c	29 95
	31	124	M. Bowen	Paste	5 25
	31	125	M. Southron	Services	3 00
	31	126	V. Jones	do	3 00
	31	127	Priscilla Bergman	Washing	2 50
	31	128	Wm. T. Dennis	Services	25 00
	31	129	E. Locke and others	Salaries	1,156 00
	31	130	G. H. Browne and others	Services in garden	617 52
	31	131	J. H. Appler and others	Services in seed room	1,631 75
June	1	132	Adams & Co	Freight	75
	1	133	Ann Hoffman	Services	11 47
	1	134	A. C Harris	do	1 32
	3	135	Railroad Company	Freight	3 21
	3	136	Annie Cline	Services	17 25
	4	137	L. Hickey	Services in garden	13 50
	5	138	E. De Young	Services	12 00
	6	139	Emily Murphy	do	1 20
	6	140	Francis J. Jones	do	2 25
	6	141	L. P. Willson	do	1 25
	8	142	A. F. Ryder	do	3 00
	8	143	A. H. Walcott	Reports	25 00
	10	144	F. X. Byrne	Services	1 00
	10	145	E. G. Smith	do	16 66
	10	146	Wm. Poulton	Tubs	24 00
	11	147	James L. Bryan	Services in seed room	1 00
	11	148	John D. Defrees	Binding, &c	47 17
	11	149	A. Buchly	Rack, &c	17 25
	12	150	Irving & Willey	Expenses of agency	18 25
	20	151	D. Fisher	Manure	2 00
	21	152	A. E. Ryder	Services	5 35
	21	153	L. E. Martin	do	3 00
	22	154	Adams & Co	Freight	50
	22	155	M. A. Chaney	Services in seed room	12 50
	22	156	M. B. McMahon	Services	6 00
	22	157	S. Taymon	do	5 88
	22	158	M. Hogg	do	22 50
	22	159	W. Young	do	22 50
	22	160	Thos. W. Stewart	do	22 50
	22	161	George Walter, jr	do	22 50
	22	162	Jos. Bury	do	22 50
	22	163	Charles Smith	do	22 50
	22	164	J. H. Appler	do	22 50
	22	165	M. Guerin	do	22 50
	22	166	Eugene Gaither	do	22 50
	22	167	Wm. E. Cox	do	22 50

AA.—*Statement of money paid, &c.*—Continued.

Date of payment.		No.	Name.	Nature of payment.	Amount.
1861.					
May	7	54	C. Brosnahan	Services in garden	$32 50
	7	55	A. McKerichar	do do	50 00
	7	56	John Robertson	do do	39 00
	7	57	T. H. Dawson	do do	30 75
	7	58	W. Raybold	do do	25 00
	7	59	E. Brooke	do do	21 87
	7	60	Charles Sword	do do	20 00
	7	61	John T. Donohoe	do do	19 50
	7	62	John L. Cameron	do do	19 50
	7	63	John Reekire	do do	25 00
	7	64	S. Gregg	Services in seed room	5 00
	7	65	H. T. Whyte	do do	1 50
	7	66	E. W. Davidson	do do	1 50
	8	67	Thomas McWilliams	Services in garden	9 37
	8	68	A. Miller	do do	12 18
	8	69	R. Rothwell	do do	13 00
	8	70	John Fitzgerald	do do	10 31
	8	71	W. Copeland	do do	13 00
	8	72	P. Horan	do do	21 56
	8	73	F. Straub	do do	24 37
	8	74	P. Kelley	do do	8 43
	8	75	P. Burns	do do	10 00
	8	76	L. Hickey	do do	38 25
	8	77	W. M. Knowles	do do	18 75
	8	78	J. A. Newmann	do do	21 25
	8	79	J. Halley	do do	27 50
	8	80	D. Murphy	do do	36 75
	8	81	P. K. Storm	Services in seed room	43 50
	8	82	H. McCollum	Services in garden	17 50
	9	83	G. H. Brown	Salary	83 00
	9	84	John McFee	Services in garden	22 50
	9	85	W. H. H. Kidwell	do do	19 50
	9	86	R. Roberts	Ink, &c	5 25
	13	87	E. Brooke	Services in garden	5 31
	13	88	C. A. Sengstack	Sign	11 00
	13	89	Wm. M. Knowles	Services in garden	5 25
	13	90	H. McCollum	do do	3 43
	13	91	R. Harmon	Wheat, &c	15 88
	14	92	T. E. Freeland	Services in seed room	5 00
	14	93	R. V. Hughes	do do	1 50
	14	94	Wm. McCoy	do do	5 00
	14	95	Charles Sword	Services in garden	6 87
	14	96	Thomas H. Dawson	do do	8 25
	14	97	Wm. Poulton	Tubs	12 00
	14	98	Charles Sword	Iron letters	1 25
	14	99	Wm. McGrath	Services in garden	11 50
	15	100	T. Lay	Services in seed room	5 00
	15	101	A. Willey	Making seed bags	33 00
	17	102	American Telegraph Co.	Telegram	3 53
	17	103	A. C. Harris	Filling seed bags	2 65
	17	104	Wm D. Bryan	Services in seed room	5 00
	17	105	James L. Bryan	do do	4 00
	17	106	James Laurie	do do	3 50
	17	107	W. Reybold	Services in garden	6 87
	18	108	Robert Harrison	Services in seed room	5 00
	20	109	C. L. Alexander	Services	86 78
	21	110	A. E. Ryder	do	6 00

AA.—*Statement of money paid, &c.*—Continued.

Date of payment.		No.	Name.	Nature of payment.	Amount.
1861.					
May	21	111	Louisa E. Martin	Services	$6 60
	23	112	S. F. Hobbs	Services in seed room	5 00
	25	113	Railroad Company	Freight, &c	2 25
	25	114	G. D. Mangum	Services in seed room	11 25
	27	115	George A. Armes	do do	5 00
	27	116	A. Best	Envelopes	50 00
	27	117	A. V. Garcia	Services	5 25
	27	118	C. M. Appleton	do	6 37
	28	119	Bull & Tuttle	Subscription to Balt. Clipper	4 00
	29	120	P. M. Frean	Services	6 00
	31	121	Z. D. Gilman	Sundries	49 31
	31	122	B Frazer	Services	6 00
	31	123	E. Locke	Expenses, &c	29 95
	31	124	M. Bowen	Paste	5 25
	31	125	M. Southron	Services	3 00
	31	126	V. Jones	do	3 00
	31	127	Priscilla Bergman	Washing	2 50
	31	128	Wm. T. Dennis	Services	25 00
	31	129	E. Locke and others	Salaries	1,156 00
	31	130	G. H. Browne and others	Services in garden	617 52
	31	131	J. H. Appler and others	Services in seed room	1,631 75
June	1	132	Adams & Co	Freight	75
	1	133	Ann Hoffman	Services	11 47
	1	134	A. C Harris	do	1 32
	3	135	Railroad Company	Freight	3 21
	3	136	Annie Cline	Services	17 25
	4	137	L. Hickey	Services in garden	13 50
	5	138	E. De Young	Services	12 00
	6	139	Emily Murphy	do	1 20
	6	140	Francis J. Jones	do	2 25
	6	141	L. P. Willson	do	1 25
	8	142	A. F. Ryder	do	3 00
	8	143	A. H. Walcott	Reports	25 00
	10	144	F. X. Byrne	Services	1 00
	10	145	E. G. Smith	do	16 66
	10	146	Wm. Poulton	Tubs	24 00
	11	147	James L. Bryan	Services in seed room	1 00
	11	148	John D. Defrees	Binding, &c	47 17
	11	149	A. Buchly	Rack, &c	17 25
	12	150	Irving & Willey	Expenses of agency	18 25
	20	151	D. Fisher	Manure	2 00
	21	152	A. E. Ryder	Services	5 35
	21	153	L. E. Martin	do	3 00
	22	154	Adams & Co	Freight	50
	22	155	M. A. Chaney	Services in seed room	12 50
	22	156	M. B. McMahon	Services	6 00
	22	157	S. Taymon	do	5 88
	22	158	M. Hogg	do	22 50
	22	159	W. Young	do	22 50
	22	160	Thos. W. Stewart	do	22 50
	22	161	George Walter, jr	do	22 50
	22	162	Jos. Bury	do	22 50
	22	163	Charles Smith	do	22 50
	22	164	J. H. Appler	do	22 50
	22	165	M. Guerin	do	22 50
	22	166	Eugene Gaither	do	22 50
	22	167	Wm. E. Cox	do	22 50

AA.—*Statement of money paid, &c.*—Continued.

Date of payment.		No.	Name.	Nature of payment.	Amount.
1861.					
June	22	168	John W. Smith	Services	$22 50
	22	169	John W. Sanderson	do	21 25
	22	170	John V. Smith	do	20 00
	22	171	John Maloney	do	20 00
	22	172	W. H. Reardon	do	18 00
	22	173	Joseph Wosny	do	13 75
	22	174	Thos. H. Lynch	do	8 50
	24	175	Rhoda Russell	do	6 00
	24	176	Mary E. Palmer	do	5 92
	24	176½	J. O. Lusby	do	6 25
	24	177	S. W. Ingersoll	do	18 00
	24	178	J. P. Hurley	do	22 50
	24	179	A. E. Weaver	do	23 75
	24	180	John F. Acker	Removing house	30 00
	24	181	S. R. Garcia	Services	5 84
	24	182	L. E. Martin	do	3 30
	25	183	Wm. H. Deitz	do	94 92
	25	184	Geo. S. Gideon	Printing	37 00
	25	185	Wesley Hammell	Services	22 50
	25	186	John Norton	do	7 50
	25	187	Cath'n Walker	do	6 14
	26	188	H. Miles	do	6 02
	27	189	Wm. Dougherty	Wheat, &c	15 00
	27	190	E. Murphy	Services	6 00
	27	191	B. Hume	do	5 93
	28	192	Adams & Co	Freight	25
	28	193	R. A. Quinter	Services	6 00
	28	194	R. A. May	do	5 94
	29	195	Isabella A. Cooke	do	4 06
	29	196	C. M. Appleton	do	5 41
	29	197	V. Jones	do	5 92
	29	198	Ann Hoffman	do	5 62
	29	199	A. Cline	do	8 92
	29	200	M. Leonard	do	6 02
	29	201	M. Vernon	do	5 84
	29	202	E. Locke and others	Salaries	920 15
	29	203	G. H. Brown and others.	Services in garden	371 96
	29	204	N. Brumfield and others.	Services in seed room	875 50
	29	205	C. Müller	do do	22 50
	29	206	M. Southron	do do	11 62
	29	207	Priscilla Bergman	Washing	2 50
			Total		13,299 21

QUARTER ENDING SEPTEMBER 30, 1861.

July	1	1	Luther, Tucker & Son	Books	$28 00
	1	2	J. F. Reigart	Drawing	15 00
	2	3	O. Judd	Books, &c	26 00
	2	4	F. J. Jones	Services	4 45
	3	5	L. A. Steever	do	6 00
	3	6	C. S. Whittlesey	Oil	2 00
	5	7	Adams & Co	Freight	1 00
	5	8	M. McFarland	Services in seed room	8 75
	5	9	Worthington & Lewis	Books	15 00

AA.—*Statement of money paid, &c.*—Continued.

Date of payment.		No.	Name.	Nature of payment.	Amount.
1861.					
July	5	10	C. McD. Brown	Services in seed room	$8 75
	5	11	F W. Ritter, jr	do do	20 00
	6	12	C. Brosnahan	Manure	6 00
	6	13	T. Thompson	Hose, &c	7 75
	8	14	Wm. H. Eaton	Services in seed room	1 25
	8	15	F. Straub	Planks	3 00
	12	16	N. Brumfield	Services in seed room	10 50
	13	17	Wm. D. Shepherd	Seed sacks	900 00
	15	18	D. P. Holloway	Freight, &c	12 72
	17	19	Adams & Co	do	1 88
	22	20	C. Fletcher, jr	Box, &c	18 11
	23	21	P. K. Storm	Services in seed room	25 50
	23	22	J. V. Shields	do do	15 00
	23	23	Jno. Summers	do do	15 00
	23	24	Jas Lynch	do do	13 75
	23	25	Thos. Brown	Books	7 50
	23	26	E. Frean	Services	7 38
	23	27	Geo. R. Adams	Use of horse	114 51
	23	28	Irving & Willey	Expenses of agency	25 76
	23	29	Jno. D. Defrees	Ruling	4 25
	24	30	Irving & Willey	Expenses of agency	98 03
	24	31	C. N. Kugler	Services in seed room	12 50
	25	32	L. Hickey	Services in garden, &c	15 37
	26	33	A Bowen	Paste	3 12
	26	34	John King	Cutting grass	4 87
	26	35	Blanchard & Mohun	Stationery	506 33
	27	36	Thos. Lambert	Watering-pots, &c	6 95
	27	37	Sheriff & Dawson	Coal, &c	49 35
	30	38	Frank. Dennis	Services in seed room	22 00
	31	39	A. Hunter	Reports	8 50
	31	40	M. Haggerty	Services in seed room	15 75
	31	41	J. O'Donnell, jr	do do	40 50
	31	42	P. Bergman	Washing	2 50
	31	43	E. Locke and others	Salaries	975 00
	31	44	Geo. H. Brown	Services in garden	395 45
August	5	45	Wiggins & Co	Harness	77 00
	5	46	Adams & Co	Freight	2 05
	5	47	G. H Garrison	Services	65 33
	6	48	Adams & Co	Freight	1 75
	8	49	Emery & Co	Books	8 75
	12	50	Z. D. Gilman	Sundries	3 48
	12	51	Jas Wise	Muck	120 00
	13	52	H. G. Babcock	Service	50 73
	13	53	Samuel Torbert	Manure	3 50
	15	54	Elie Locke	Salary	56 60
	16	55	R. Coyle	Water rent	8 00
	16	56	Jno. D. Defrees	Binding, &c	122 88
	16	57	R. Harrison	Services in seed room	10 00
	16	58	J. S. Lynch	do do	11 87
	16	59	T. H. Lynch	do do	5 62
	20	60	G. M. Wight	Chair	24 00
	20	61	J. Summers	Services in seed room	1 25
	22	62	D. R. King	Books, &c	4 00
	22	63	Railroad Co	Freight, &c	2 00
	23	64	Peter Gorman	Wheat	85 00
	26	65	A. McKerichar	Plants	10 00
	26	66	T. McGrath	Sharpening picks, &c	5 75

AA.—*Statement of money paid, &c.*—Continued.

Date of payment.	No.	Name.	Nature of payment.	Amount.
1861.				
August 27	67	J. T. Walker	Lumber	$132 90
31	68	Isaac Newton and others	Salaries	872 54
31	69	G. H Brown and others.	Services in garden	425 06
31	70	H. M. Fawcett	Copying	22 87
31	71	J. O'Donnell, jr	Services in seed room	40 50
31	72	M. Haggerty	....do.....do	20 25
31	73	J. C. Wiswall	....do.....do	18 00
31	74	P. K. Storm	....do.....do	10 50
31	75	Geo. H. Garrison	Services	40 00
31	76	L. A Steever	Services in seed room	5 00
31	77	A. V. Garcia	....do.....do	3 00
31	78	P Bergman	Washing	2 50
Sept. 2	79	D. J Brown	Salary, &c	1,500 00
6	80	Irving & Willey	Expenses of agency	11 81
6	81	P. R. Freas	Subscription to Germantown Telegraph	2 00
6	82	Wm. D. Shepherd	Stationery	48 87
7	83	J. M. Holloway	Use of horse	34 67
7	84	J. F. Acker	Granite step, &c	20 00
13	85	Curtis & Dearing	Services, &c	10 71
14	86	John King	Labor	4 50
14	87	Railroad Co	Freight	7 50
14	88	Geo. H. Brown	Services in garden	30 55
14	89	Simon McKimmie	....do	20 00
16	90	P. Morris	Wheat, &c	91 25
17	91	Walter F. Collins	Covering reports	27 25
17	92	P. K. Storm	....do	30 00
17	93	T. G. Clemson & Vilmorine Andrieux & Co.	Seeds, &c	14,998 94
18	94	Wise & Callahan	Manure, &c	24 50
18	95	Campbell & Son	Hardware, &c	40 62
19	96	F. Straub	Flower pots	18 75
20	97	J. R. Codwise	Bags	32 00
21	98	Isaac Newton	Expenses	3 96
24	99	A. Jardin	Plants	108 00
30	100	Samuel Tobey, agent	Bags	112 50
30	101	Isaac Newton and others	Salaries	988 67
30	102	J. O'Donnell, jr., & others	Services in seed room	418 75
30	103	Jno. Stephenson & other	Services in garden	250 27
30	104	Geo. H. Garrison	Services	40 00
30	105	J. M. Holloway	Use of horse	25 00
30	106	W. F. Collins	Covering reports	15 00
30	107	Julia Weed	Services	7 50
30	108	Anthony Bowen	Paste	6 75
30	109	A. M. Stelle	Services	3 00
30	110	Priscilla Bergman	Washing	2 50
30	111	A Lukenan	Services in seed room	2 00
30	112	C. Davis	....do.....do	1 00
		Total		24,692 53

AA.—*Statement of money paid, &c.*—Continued.

QUARTER ENDING DECEMBER 31, 1861.

Date of payment.	No.	Name.	Nature of payment.	Amount.
1861				
October 2	1	J. E. Given	Subscription to Republican	$1 75
5	2	Wm. Linton	Flower pots, &c	69 50
5	3	Anna M Stelle	Services	4 35
7	4	Julia Robinson	do	12 00
8	5	M. Hagerty	do	1 50
8	6	E. W. Bradford	do	3 00
9	7	A. M. Stelle	do	3 30
10	8	Thos. Green	Hauling flowers	3 00
12	9	Mary G. Mahon	Services	2 25
15	10	Kate Taylor	do	14 47
17	11	H. M. Fawcett	Copying	6 00
18	12	Wm. F. Smith	Services	5 00
18	13	David A. Wells	Article for report	300 00
18	14	W. D. Shepherd	Stationery	50 51
18	15	Adams & Co	Freight	2 35
18	16	A. E. Ryder	Services	3 00
21	17	Adams & Co	Freight	2 10
21	18	A. M. Stelle	Services	4 35
22	19	Adams & Co	Freight	4 20
25	20	L. Baker	Article for report	15 00
25	21	Adams & Co	Freight	2 00
25	22	Mary M. Hart	Services	6 45
25	23	Emma J. Howell & others	Services in seed room	960 50
26	24	Thos. H. Wiley	Copying, &c	20 00
26	25	A. M. Stelle	Services	6 90
28	26	Adams & Co	Freight	2 30
29	27	E. W. Bradford	Services	8 63
30	28	Adams & Co	Freight	18 77
30	29	J. Robinson	Services	24 65
31	30	Adams & Co	Freight	2 50
31	31	Isaac Newton and others	Salaries	1,068 76
31	32	Wm. T. Dennis	Salary	300 00
31	33	John Stephenson & others	Services in garden	290 58
31	34	J. C. Wiswall	Services	81 00
31	35	Jno. O'Donnell, jr	do	40 50
31	36	R. Harrison	do	33 75
31	37	S Minor	do	31 25
31	38	Helen Stanford	do	28 09
31	39	J. H. Pierce	do	27 00
31	40	Wm. F. Smith	do	22 00
31	41	T. F. Sargent	do	20 00
31	42	J. Weed	do	9 22
31	43	M. Culverwell	do	5 25
31	44	J. R. Goodwise	do	4 65
31	45	R. Whitney	do	13 00
31	46	A. M. Richardson	do	7 95
31	47	A Bowen	Paste	7 50
31	48	M. Arnold	Services	3 37
31	49	Wm. Williams	do	3 00
31	50	C. C. Krepps	do	3 00
31	51	P. Bergman	do	2 50
31	52	G. H. Garrison	do	40 00
31	53	J. M. Holloway	Use of horse	25 00
31	54	C. Davis	Services	27 00

AA.—*Statement of money paid, &c.*—Continued.

Date of payment.		No.	Name.	Nature of payment.	Amount.
1861.					
Nov.	1	55	J. P. Bartholow	Wheelbarrow	$4 80
	1	56	Z D Gilman	Brushes, &c	6 13
	4	57	Adams & Co	Freight	2 60
	4	58	Chas. A. Leas	Seeds, &c	75 27
	5	59	Sam'l Toley	Seed bags	270 00
	5	60	V. Jones	Copying	8 80
	5	61	A. C. Varden	Services	2 28
	6	62	Julia Robinson	do	11 36
	6	63	Mary A. Knight	Seed bags	6 44
	7	64	C. L. West	Services	19 98
	7	65	P. A. Brink	do	7 50
	8	66	R. A. Kline	do	6 90
	8	67	Harriet Howlett	do	10 80
	8	68	Robt. Harrison	Services in seed room	8 75
	9	69	G. W. Goodall	Water pipes, &c	84 50
	9	70	Elizabeth D. Johnson	Filling seed bags	2 31
	9	71	H Stanford	do	2 62
	11	72	Kate Taylor	do	35 00
	11	73	R. B. Randolph	do	4 65
	12	74	E. P. Smith	do	8 43
	13	75	M. A. Knight	Seed bags	4 84
	15	76	Mary A. Knight	do	4 60
	18	77	M. A. Knight	do	6 00
	18	78	L. M. Pleasants	do	40 00
	22	79	Mary A. Knight	do	4 00
	23	80	M. A. Knight	do	6 00
	23	81	G. L. Sheriff	Coal	9 00
	25	82	J. R. Codwise	Copying	5 00
	26	83	M. A. Knight	Seed bags	4 00
	30	84	Isaac Newton *et al*	Salaries	1,138 33
	30	85	J. Stephenson *et al*	Services in garden	280 45
	30	86	J. O'Donnelly, jr., *et al*	Services in seed room	672 99
	30	87	J. C. Wiswall	Services	78 00
	30	88	J. M. Holloway	Use of horse	25 00
	30	89	G H. Garrison	Services	45 00
	30	90	L. M. Pleasants	Seed bags	40 00
	30	91	Mary Harris	Copying	26 88
	30	92	P. Bergman	Washing	2 50
	30	93	M. A. Knight	Seed bags	4 00
Dec.	3	94	W. D. Shepherd	Stationery	149 00
	4	95	Jennie L. Wall	Copying	5 10
	4	96	J. W. Fitzhugh	Making case, &c	23 25
	6	97	Jas. McGuire & Co	Rent of house	50 00
	7	98	J. L. Wall	Copying	6 24
	10	99	Kate Taylor	do	8 70
	10	100	Mary A. Knight	Seed bags	8 00
	11	101	Louise Scade	Article for report	11 50
	12	102	Isabella A. Cooke	Copying	14 36
	14	103	Hannah M. Fawcett	do	21 00
	17	104	Adams & Co	Freight	1 00
	17	105	J. H. Pearce and others	Services in seed room	253 74
	18	106	Adams & Co	Freight	13 50
	21	107	L. A. Steever	Copying	1 80
	21	108	J A. Cooke	do	8 20
	21	109	R. S. Phenix	do	19 45
	21	110	Thos Macy	Straw	2 50
	24	111	S. C. Ayer	Copying	12 96

AA.—*Statement of money paid, &c.*—Continued.

Date of payment.		No.	Name.	Nature of payment.	Amount.
1861.					
Dec.	27	112	Green & Williams	Chairs	$7 50
	30	113	Adams & Co	Freight	2 65
	31	114	John Stephenson	Sundries	5 23
	31	115	M. Beckford	Moss	5 00
	31	116	Isaac Newton *et al.*	Salaries	1,138 34
	31	117	John Stephenson *et al.*	Services in garden	302 09
	31	118	John O'Donnell *et al.*	Services in seed room	574 24
	31	119	J. C. Wiswall	....do.....do	78 00
	31	120	G. H. Garrison	Services	45 00
	31	121	Priscilla Bergman	Washing	2 50
	31	122	J. M. Holloway	Use of horse	25 00
	31	123	R. Dyers	Straw	13 75
	31	124	Theodore Clarke	Ball barley	40 00
	31	125	W. Godey	Ice	22 81
	31	126	J. A. Cook	Copying	6 48
			Total		9,509 30

QUARTER ENDING MARCH 31, 1862.

1862.					
Jan.	1	1	C. W. Hale	Putting up seeds	4 65
	3	2	W. Godey	Ice	6 00
	3	3	L. L. Magruder	Glazing	2 50
	3	4	M. W. K. Steever	Copying for report	10 38
	4	5	W. D Shepherd	Stationery, &c	588 77
	6	6	Kate Taylor	Copying for report	13 82
	6	7	C. E. Lester	Tomato seed	50 00
	7	8	Wise & Callahan	Work, &c., in propagating garden	68 22
	8	9	F. A. Lutz	Harness	30 00
	9	10	V. Jones	Copying for report	18 00
	10	11	G L. Sheriff	Coal, &c., for garden	153 50
	10	12	Same	....do.....do	17 50
	10	13	J. N. Wood	Services	5 00
	11	14	Adams & Co	Freight	1 50
	11	15	H. M. Fawcett	Copying for report	54 95
	13	16	A. Best	Envelopes	55 50
	13	17	Isabella A. Cooke	Copying for report	7 65
	13	18	Green & Williams	Chairs	15 50
	13	19	Same	....do	15 50
	15	20	Adams & Co	Freight	2 75
	15	21	M. A Knight	Seed bags	18 90
	15	22	Railroad Company	Freight	60 60
	20	23	Sam'l J Parker	Article for report	70 00
	21	24	Adams & Co	Freight	1 88
	21	25	Maria Bradley	Filling seed bags	1 88
	21	26	Isabella A. Cooke	Copying for report	12 87
	22	27	Adams & Co	Freight	1 38
	23	28	A. M. Richardson	Filling seed bags	9 70
	23	29	S. C. Carithers	Putting up seed	1 58
	24	30	Ballicie Brothers	Book	1 80
	24	31	Margt. W. Jones	Putting up seed	3 67
	24	32	Thos C. Burns	....do	1 58
	25	33	P. A. Brink	....do	1 58

AA.—*Statement of money paid, &c.*—Continued.

Date of payment.		No.	Name.	Nature of payment.	Amount.
1862.					
Jan.	25	34	Jane R. Codwise	Copying for report	$1 80
	25	35	Adams & Co	Freight	1 50
	25	36	H. M. Fawcett	Copying for report	18 56
	25	37	C. W. Hale	Putting up seeds	1 58
	27	38	Irving & Willey	Expenses on seeds, &c	18 00
	27	39	Kate Taylor	Putting up seeds	6 54
	27	40	Smith Minor	Services in seed room	10 00
	29	41	W. T. Dennis	Freight	75
	31	42	Isaac Newton and others	Services	1,088 33
	31	43	Jno. Stephens and others	Services in garden	304 83
	31	44	J. C. Wiswall	Services	81 00
	31	45	John O'Donnell, jr	do	54 00
	31	46	Jos. Dorsey	Watchman	50 00
	31	47	Geo. H. Garrison	Services	45 00
	31	48	J. M. Holloway	Keeping horse	25 00
	31	49	P. Bergman	Washing	2 50
	31	50	L. J. Smith and others	Labor in seed room	701 25
	31	51	E. Gaither and others	do do	242 25
	31	52	P. B. Brink and others	do do	899 25
Feb.	1	53	Mrs. Stewart	Putting up seed	1 58
	3	54	B. Westerman & Co	Books	4 70
	3	55	J. A. Cooke	Copying for report	4 93
	3	56	Entwisle & Barron	Carpenters' work, &c	304 25
	5	57	R. Buist & Son	Seeds, grapes, &c	112 01
	5	58	Adams & Co	Freight	1 13
	5	59	G. L. Sheriff	Coal	8 50
	6	60	C. Moran	Putting up seeds	1 79
	6	61	V. Jones	Copying for reports	17 22
	6	62	Julia Robinson	Putting up seeds	3 15
	11	63	Julia Weed	do	3 67
	12	64	W. Collins	Services in seed room	9 00
	13	65	S. W. Tudor	Putting up seeds	4 25
	13	66	W. Trevitt	Charges on cotton seed	12 00
	13	67	M. E. Lannour	Putting up seeds	1 51
	14	68	City Post Office	Postage	2 09
	15	69	M. Jones	Putting up seeds	1 51
	17	70	Jas. C. McGuire & Co	Rent of seed rooms, (to February 5, 1862)	50 00
	18	71	H. M. Fawcett	Copying for reports	15 31
	19	72	Maria Bradley	Putting up seeds	1 51
	20	73	Annie G. Burroughs	Services in seed room	7 00
	20	74	Alice Street	do do	6 00
	20	75	P. A. Brink	Putting up seeds	1 51
	21	76	John Cornell	Cartage	2 00
	26	77	Mary M. Turner	Copying for report	17 02
	28	78	John Stephenson	Expenses to Philadelphia, &c	28 20
	28	79	Isaac Newton and others	Services	1,138 33
	28	80	L. J. Smith and others	do	127 00
	28	81	J. C. Wiswall	do	72 00
	28	82	J. O'Donnell, jr	do	48 00
	28	83	G. H. Garrison	Labor	45 00
	28	84	J. M. Holloway	Keeping horse	25 00
	28	85	P. Bergman	Washing	2 50
	28	86	Alex. Williamson	Services in seed room	36 00
	28	87	Theo. Sargent and others	do do	333 74
	28	88	J. Stephenson and others	Services in garden	296 58
March	3	89	A. Garcia	Services in seed room	8 00

AA.—*Statement of money paid, &c.*—Continued.

Date of payment.	No.	Name.	Nature of payment.	Amount.
1862.				
March 4	90	Irving & Willey	Expenses on seeds	$21 43
4	91	Isabella A. Cook	Copying for report	10 78
4	92	Annie E. Taylor	Services in seed room	4 00
4	93	M. Beckford	Moss for garden	15 00
6	94	Margt. Jones	Putting up seeds	3 36
7	95	Augusta Brown	do	3 95
7	96	Mary C. Belt	do	2 44
7	97	F. E. Griffith	do	3 95
7	98	G. Gantt	do	2 44
8	99	R. S. Phenix	do	1 71
10	100	W. D. Wyville	Work at garden house	50 80
10	101	H. K. Stanford	Putting up seeds	2 44
10	102	M. E. Lawrence	do	2 44
10	103	W. Millar	do	2 25
10	104	Susan Hellar and others	Services in seed room	704 00
12	105	Geo. La Fontaine	Cleaning water closets, &c	13 50
14	106	C. Bohn	Directories	2 00
15	107	J. Rutter	Grape-vines, &c	304 40
15	108	E. H. Wood	Services in seed room	18 00
15	109	Jas. Wood	do do	13 00
24	110	Mrs. Wesley Miller	Putting up seeds	3 05
24	111	Marg't Jones	do	1 51
25	112	M. V. Glenn	do	2 44
25	113	John M. Young	Services of horse, &c	40 00
25	114	Jas. K. Kerr	Manure	31 75
27	115	Adams & Co	Freight	1 75
27	116	Mary E. Larmon	Putting up seeds	1 52
28	117	Mary A. Bowles	do do	1 20
29	118	Magruder & Stone	Coal	6 00
31	119	John Stephenson	Grape-vine cuttings, &c	19 00
31	120	Chas. L. Flint	Books	6 00
31	121	Isaac Newton and others	Services	1,138 34
31	122	J. Stephenson and others	Services in garden	330 84
31	123	E. W. Turner and others	Services in seed room	349 62
31	124	L. J. Smith and others	do do	363 37
31	125	J. C. Wiswall	Services	78 00
31	126	J. O'Donnell, jr	Services in seed room	52 00
31	127	G. H. Garrison	Services	45 00
31	128	A. Williamson	Services in seed room	39 00
31	129	C. C. Krepps	Services	26 00
31	130	J. M. Holloway	Hire of horse	25 00
31	131	M. R. Stewart	Putting up seeds	4 31
31	132	Priscilla Bergman	Washing	2 50
31	133	Julia Weed	Putting up seeds	2 44
21	134	R. A. May	do	1 73
31	135	Isaac Newton, jr	Services in seed room	37 50
31	136	W. D. Shepherd	Stationery	332 99
31	137	do	Envelopes	1,164 54
				12,954 53

QUARTER ENDING JUNE 30, 1862.

April	2	1	J. W. Fitzhugh	Carpenter's work	$8 00
	3	2	M. Bebb	Copying report	12 45

AA.—*Statement of money paid, &c.*—Continued.

Date of payment.		No.	Name.	Nature of payment.	Amount.
1862.					
April	3	3	G Emerson	Barley	$4 75
	3	4	Jno. D. Defrees	Binding, &c	82 98
	4	5	M. Touky	Services in seed room	19 00
	5	6	James Moore	do	25 00
	5	7	F. E. Griffith	Putting up seeds	1 87
	5	8	do	do	2 25
	7	9	H. C. Green	do	2 90
	11	10	J. P. Bartholomew	Scale, &c	26 60
	11	11	Entwistle & Barron	Seed bin	29 25
	12	12	C. F. Thomas	One hand stamp	8 00
	12	13	Mary Ream	Putting up seeds	2 16
	12	14	H. Handy	do	1 87
	12	15	M. C. Judge	do	1 30
	14	16	B. L Jacobs	Freight	16 67
	14	17	M. Jones	Putting up seeds	1 87
	15	18	L. J. Smith	Services in seed room	16 25
	16	19	Sarah J. Foster	do do	1 75
	18	20	Isabella A. Cooke	Copying for report	7 37
	19	21	M. Howard	Services in seed room	14 00
	19	22	Job W. Angus	Carpenter's work, &c	80 47
	22	23	Hill & Ellicott	Tobacco seed	185 25
	23	24	M. A. Knight	Putting up seeds	1 05
	23	25	H. Richey	Tin cups, &c	21 49
	24	26	Wm. D. Shepherd	Envelopes	728 82
	24	27	do	Sundries	361 40
	26	28	M. Bickford	Moss for garden	20 00
	26	29	J. Linton	Putting up seeds	7 21
	26	30	M. V. Green	do	1 55
	26	31	P. Selby	Cartage	1 00
	28	32	Helen Handy	Putting up seeds	3 05
	29	33	D. Peck	Cartage	1 50
	30	34	J. Stephenson	Sundries	4 25
	30	35	P. Tyler	Putting up seeds	1 89
	30	36	M. Jones	do	1 71
	30	37	Jno. Duval	Repairing wagon	3 70
	30	38	Isaac Newton and others	Services	1,138 33
	30	39	J. Stevenson and others	do	565 14
	30	40	J. C. Wiswall	do	78 00
	30	41	J. O'Donnell, jr	do	52 00
	30	42	G. W. Garrison	Laborer	45 00
	30	43	J. M. Holloway	Hire of horse	25 00
	30	44	R. Whitney	Services in seed room	24 00
	30	45	P. Bergman	Washing	2 50
May	1	46	W. D. Shepherd	Stationery	347 33
	1	47	A. Williamson and others	Services in seed room	701 86
	2	48	Augusta Brown	Putting up seeds	4 88
	2	49	Mary Belt	do	2 54
	3	50	M. A. Knight	do	1 20
	3	51	F. E. Griffith	do	2 84
	5	52	W. H. Harrover	Fixing stoves, &c	58 03
	5	53	Baldwin Bros	Fixing grates, &c	7 75
	5	54	J. E. McGuire & Co	Rent of seed room	50 00
	5	55	G. L. Sheriff	Coal for seed room	25 50
	5	56	do	Coal for garden	131 00
	5	57	Lucy May and others	Services in seed room	911 25
	6	58	C. M. Melville	Copying for report	5 04
	6	59	J. F. Wollard	Freight	39 14

AA.—*Statement of money paid, &c.*—Continued.

Date of payment.		No.	Name.	Nature of payment.	Amount.
1862.					
May	8	60	Irving & Willey	Freight	$7 25
	8	61	G. Williams	Putting up seeds	2 85
	8	62	J. McCrodan *et al.*	Services in seed room	40 25
	10	63	Campbell & Son	Twine, &c	66 74
	12	64	Adams & Co	Freight	50
	13	65	Jacob G. Larner	Services in seed room	9 00
	16	66	W. D. Shepherd	Muslin sacks	722 78
	16	67	J. W. Smith and others	Services in seed room	185 00
	20	68	J. J. Rogers	Freight	2 50
	21	69	Z. D Gilman	Sundries	17 34
	22	70	F. Laughiin	Putting up seeds	69
	22	71	A Jardin	Rose bushes	9 00
	24	72	C. M. Brown	Services in seed room	26 25
	27	73	Julia Sanford	Putting up seeds	97
	28	74	J. F. Wollard	Freight	2 71
	28	75	Adams & Co	do	10 64
	29	76	Sam'l P. Dinsmore	Preparing reports for press	305 00
	31	77	J. M. Holloway	Hire of horse	25 00
	31	78	J. K. Kerr	Manure	5 75
	31	79	J. Stephenson	Sundries	3 25
	31	80	P. Bergman	Washing	2 50
	31	81	Isaac Newton and others	Salaries	1,008 33
	31	82	J. Stephenson and others	do	638 25
	31	83	J. C. Wiswall	Services	81 00
	31	84	J. O'Donnell, jr	Services in seed room	54 00
	31	85	Frank Dennis	do do	30 00
	31	86	G. H. Garrison	Labor	45 00
	31	87	H. L. Chubbuck	Services in seed room	40 50
	31	88	A. Williamson	do do	40 50
	31	89	David Buist	do do	40 50
	31	90	G. W. Sanderson	do do	33 75
	31	91	Jas. Moore	do do	33 75
	31	92	Z. Brown	do do	33 75
	31	93	H. S. Dusenbery	do do	33 75
	31	94	Jas. Osman	do do	31 87
	31	95	Collin C. Krepps	do do	26 00
	31	96	M. Hagerty	do do	20 25
	31	97	Wm. Tabler	do do	14 62
	31	98	Wm. S. Keelan	do do	7 50
June	3	99	Gilmore Jordan	Salary	100 00
	3	100	L. Hickey	Cartage	3 50
	7	101	Wm. D. Shepherd	Stationery	86 50
	7	102	P. Daucher	Labor in garden	20 25
	7	103	C. C. Anderson	Repairing wagon	12 50
	9	104	J. Linton	Putting up seeds	94
	11	105	A. Bannerman	do	5 62
	14	106	A Jardin	Roses for garden	5 00
	16	107	M. Jones	Putting up seeds	20 17
	16	108	A. Turner	Cartage	2 25
	19	109	M. A. Knight	Putting up seeds	11 20
	21	110	National Republican	Subscription	2 24
	25	111	Carrie Millar	Putting up seeds	92
	30	112	J. T. Walker	Lumber	83 67
	30	113	H. C. Green	Putting up seeds	77
	30	114	P. Bergman	Washing	2 50
	30	115	J. Stephenson	Sundries	5 25
	30	116	P. Dunnahar	Cartage, &c	14 62

AA.—*Statement of money paid, &c.*—Continued.

Date of payment.	No.	Name.	Nature of payment.	Amount.
1862.				
June 30	117	Campbell & Son	Sundries	$23 01
30	118	J. M. Holloway	Hire of horse	25 00
30	119	David Buist	Services in seed room	37 50
30	120	W. H. Garrison	Labor	45 00
30	121	J. O'Donnell, jr	Services	50 00
30	122	J. C. Wiswall	do	75 00
30	123	Gilmore Jordan	do	100 00
30	124	J. Stephenson and others	Services in garden	562 70
30	125	Isaac Newton and others	Salaries	1,038 74
30	126	S. P. Dinsmore	Preparing reports for press	150 00
				12,072 70

RECAPITULATION.

1861.		
July	$3,481 03	
August	2,272 68	
September	18,938 82	
		$24,692 53
October	3,654 70	
November	2,975 71	
December	2,878 89	
1862.		9,509 30
January	4,861 25	
February	2,745 99	
March	5,347 29	
		12,954 53
April	3,640 60	
May	5,947 65	
June	2,484 45	
		12,072 70
Total		59,229 06

APPENDIX B.

Statement of the agricultural fund from April 1, 1861, *to July* 1, 1862, *and from that time to December* 1, 1862.

1861.		
April 1	Amount remaining unexpended	$21,681 57
	Amount expended to June 30, inclusive	13,299 21
	Showing a balance on hand, July 1, 1861, of	8,382 36
July 1	Amount of appropriation for the fiscal year ending June 30, 1862	60,000 00
	Amount cash received from Mr. Newton and the Secretary	197 23
	Total amount available for the year ending June 30, 1862	68,579 59
	Amount expended from July 1, 1861, to December 31, inclusive	34,201 83
	Showing a balance on hand January 1, 1862	34,377 76
	Amount expended from January 1, 1862, to June 30, 1862, inclusive	25,027 23
1862.	Showing a balance on hand July 1, 1862	9,350 53
Nov. 29	Amount paid to Paschall Morris for seeds	10,719 46
	Leaving an excess of payments beyond the sum in hand of	1,368 93
	Which excess is now due D. P. H. from the agricultural appropriation.	

WEDNESDAY, *February* 18, 1863.

WILLIAM GRANDIN, sworn:

Question. (By the Chairman.) Were you employed in the Patent Office?

Answer. I was.

Question. How long?

Answer. Some three months.

Question. In what capacity?

Answer. Temporary clerk, at the rate of $100 a month. I was employed in copying a certain class of patents and specifications.

Question. Was it any part of your business to correspond with the newspapers?

Answer. It was not any part of my business with the newspapers, but it was a part of my business before I came in the Patent Office.

Question. Were you solicited, or did you correspond with the newspapers in the interest of the Patent Office?

Answer. No, sir; I never was solicited, nor was it in the interest of the Patent Office.

Question. You had no piece-work?

Answer. I had certain books and papers placed before me which I had to copy.

Question. You know what I mean by piece-work?

Answer. Yes, sir; but I was employed at $100 a month.

Question. Was it any part of your business to communicate with members of Congress?

Answer. It was not part of my business as connected with the Patent Office. I have communicated with members of Congress.

Question. You say that you were not requested by any person, inside or outside of the Patent Office, to write for the Patent Office to any newspaper, or to communicate with any members of Congress.

Answer. Yes, sir.

Question. You were employed as a temporary clerk at $100 a month?

Answer. My appointment was given to me at the request of Caleb B. Smith. I was not personally acquainted with Mr. Holloway, and did not know him until I was introduced to him by his chief clerk.

Question. Did you, at any time, write to the press with reference to the agricultural department while you were in the employ of the Patent Office?

Answer. No, sir.

Question. Do you know of any improprieties of conduct, or malfeasance in office, of the Commissioner of Patents while you were connected with that office?

Answer. I cannot know much of it. I did not see him more than once.

Question. (By Mr. Holloway.) Did I understand you to say that this was a desk created especially for you?

Answer. I did not say so. I was told that Secretary Smith stated that I was competent to fill any position that you would give me. Having been in the army, Mr. Hayes thought I would do for the examination of the class of fire-arms; but there was no position vacant in the examining department, and I was put to work at the vacant desk, to which I have referred, at $1,200 a year.

Question. Was this desk done away with when you left?

Answer. I resigned my position.

Question. Was it created for you?

Answer. I do not know that it was.

Question. (By the Chairman.) Has that place been filled since you left?

Answer. I do not know.

Question. (By Mr. Holloway.) You say that you were appointed at the request of the Secretary?

Answer. Yes, sir; I came into the chief clerk's room, and he asked me whether I had seen Mr. Holloway. I told him that I had not; and Mr. Watt Smith then introduced me to the Commissioner. At

the request of the Commissioner I called next morning, and he handed me a commission for the place which I afterwards occupied.

Question. Did you write any newspaper articles in the Patent Office during office hours?

Answer. No, sir.

J. B. MANN, sworn:

Question. (By the Chairman.) What is your occupation?

Answer. I am a clerk in the Fifth Auditor's office.

Question. What is your specialty?

Answer. I have charge of accounts to examine and adjust.

Question. Have you any accounts to adjust in connexion with the business of the Patent Office?

Answer. I have had.

Question. Have you had since April, 1861?

Answer. I have settled accounts for agricultural statistics and the contingent expenses of the patent fund.

Question. Have you found any items in those accounts which occasioned you any difficulty in adjusting, or which you thought needed any explanation; if so, state what they were?

Answer. I have occasionally found a few items which I have referred to the chief clerk and Auditor for consideration. I believe only in one or two instances have any accounts of importance been suspended.

Question. State anything you know in reference to the objects of this investigation?

Answer. I have made memoranda of those things which I have called special attention to. In the agricultural account, August 1, 1861, voucher 45, there is a charge for double harness of $77. My objection to that was because it was double harness; I was under the impression that, as the agricultural branch kept only one horse, a double harness might not be needed.

Question. Was that allowed and paid?

Answer. It was. There was a matter of horse-keeping, $25 a month, to J. M. Holloway; I referred that to the chief clerk, supposing it to be an exorbitant sum.

Understanding that J. M. Holloway was the son of the Commissioner, I thought it might be designed to throw this extra pay into his hands. That also was allowed and paid. It has occurred in the account every month. There are in the contingent account certain items in reference to repairs of harness and carriages. After a while, those were so frequent and large in amount that I called the attention of the Auditor to them, supposing that there was great want of care in that business. They were all passed, because the office did not think it was its duty to more than verify the calculations, and to see that they conformed to the law.

There was a voucher of J. M. Holloway, for lining and making files,

of $300. I objected to that because he was paid as a messenger in the office, and it is contrary to the rules to allow any person to be paid two salaries. This was taken by the Auditor and investigated, and he allowed it. I believe those were all I have made formal objection to, except the matter of pre-payment of salary to Mr. Browne, who went to Europe. It was suspended, but he remained in the office, and it was ultimately allowed.

Question. Did he perform any service for the Patent Office?

Answer. I do not know. When he rendered the account he had performed a small amount of service.

Question. Did he perform any service?

Answer. The Commissioner certified that he had performed service.

Question. How did the accounts of this department compare with the accounts of other departments; were they settled with as little delay?

Answer. They were correctly made, and generally gave us but little trouble. I have given the items in reference to it. I felt it to be my duty under the rules to speak to the chief clerk and Auditor.

Question. (By Mr. Holloway.) Why did you allow the bill for the double harness?

Answer. Because I was directed to do so by the Auditor.

Question. Was there any explanation given to you to justify that allowance?

Answer. I received no explanation; but merely a direction from the Auditor to allow it.

Question. You stated that you thought the sum of $25 a month was an exorbitant allowance for the horse for the Patent Office. Has not that been the usual allowance for the last five years?

Answer. I could not say. I have only settled the accounts since July, 1861.

Question. In examining these accounts, when there is doubt is it not the practice to look back to see what has been allowed previously?

Answer. That is often done.

Question. Did you look what has been paid for a horse previously?

Answer I did not.

Question. You said that J. M. Holloway received a salary, and that it was not proper for him to undertake contracts?

Answer. I said that it was not proper for him to receive two salaries for the same period.

Question. Don't you know that the law exempts such persons from that provision?

Answer. I did not know it at the time. Mr. Underwood said he had looked into the matter, and that he would have to allow it.

Question. You say that you do not know that Mr. Browne performed any service.

Answer. I do not know of my personal knowledge.

Question. How could you know it?

Answer. I could not know it except by the testimony of others.

Question. Do you know that I perform any service?

Answer. I have reason to suppose you do.

Question. Have you not the same reason to suppose that Mr. Browne performed service for the Patent Office?

Answer. Yes, sir.

Correct in essential particulars.

J. B. MANN.

N. W. HILBURN, sworn:

Question. (By the Chairman.) What is your occupation?

Answer. I am a temporary clerk in the Patent Office.

Question. How long have you been employed?

Answer. I cannot tell the exact day I was appointed; but I think it was the latter part of February, 1861. I was appointed in the first place at a dollar and a half a day in the seed room, by Mr. Alexander, who was the chief clerk of the agricultural division.

Question. Were you afterwards employed by Mr. Holloway?

Answer. I was employed a few days after Mr. Holloway's administration came in. I think I was employed by Mr. Locke.

Question. What was your situation under Mr. Holloway in the Patent Office?

Answer. My situation has been $3 per diem. Afterwards, Mr. Locke, chief of the agricultural division, had me promoted to a clerkship of $1,200 a year.

Question. What were your duties?

Answer. I kept the books for the agricultural division. It was a sort of general entry book.

Question. Please examine that paper, and say whether it is in your handwriting. It is the original paper sent to Congress by the Commissioner of Patents, under date of the 28th of January, 1862, and embraced in executive document No. 43.

Answer. It is in my handwriting.

Question. Under whose direction did you make out that statement?

Answer. If I am not mistaken, it was under the direction of the chief clerk.

Question. Who was the chief clerk?

Answer. Mr. Dennis was at the time.

Question. From what books did you make out this statement?

Answer. From the pay-roll of the agricultural division of the Patent Office. This is nothing but a memorandum book.

Question. Please look at the book.

Answer. Here is an item of $14,998 44, which appears on this book. It appears, also, on Mr. McCormick's book, under date of 31 September, 1861. Here is an item—1860, Vilnearieux, Andrew & Co., Paris, for seed, $10,000; P. Morris, Philadelphia, $6,650; D. J. Browne, Europe, $1,500. Here is an item of $2,500, under date

of January 1, 1862, which does not appear on these books. It is an advance on seeds. P. Morris, Philadelphia, for seeds, $4,000, not contained in the statement. P. Morris, advance on seeds under date of 8th of January, 1862, $1,500; not entered in the books, but contained in the statement. Here is an item of $4,000, not contained in the statement, but entered in the book. The item of $908, under date of January 22, contains the amount paid 118 persons, and upon the book marked D.

Question. Did that book contain all the expenditures and items of expenditure of the agricultural bureau of the Patent Office, up to the time embraced in the dates there, that is, from the 13th July, 1861, to the 23d of January, 1862?

Answer. In my opinion, it did not. This was a mere memorandum book. What we had to rely on was Mr. McCormick's book.

Question. Who furnished the Patent Office with stationery during that period?

Answer. To the best of my knowledge, William D. Shepherd. Whether there were any others, I do not know.

Question. Who furnished the seed bags during that period?

Answer. I do not know.

Question. Is it the practice to pack seeds in the month of July of any year?

Answer. I cannot remember whether it was or not.

Question. Do you know whether seed bags were received in that bureau during the month of July, 1861?

Answer. I cannot remember.

Question. Did Mr. Shepherd furnish any seed bags?

Answer. It strikes me that he has.

Question. What is Mr. Shepherd?

Answer. Stationer and bookseller.

Question. What are seed bags made of?

Answer. Sometimes of paper; and if of paper, it would be his duty to furnish them. If they were made of cotton, and he could make them cheapest, I suppose that he would get the contract.

Question. Was it in the line of his business?

Answer. I should judge that it was not in the line of his business.

Question. Do you say that you do not know that bags were furnished in the month of July, or any other time, by Mr. Shepherd?

Answer. I cannot remember.

Question. Was it a part of your business to know what came in?

Answer. No, sir.

Question. Were any pictures taken from the agricultural department by Mr. Dennis?

Answer. I do not know.

Question. Was he absent any portion of the time?

Answer. I think he has been absent a month.

Question. Was he absent in connexion with the matter of the McCormick reaper?

Answer. I understood that he went off to seize contraband goods.

Question. Did he have any connexion with the McCormick reaper?

Answer. I never heard that he had.

Question. Were your initials upon a bill of W. D. Shepherd, under date of July 13, 1861?

Answer. It was the custom of the office to put initials on small bills.

Question. For what purpose were initials put on those bills?

Answer. I was told that it was necessary for the chief clerks to put their initials on them.

Question. Are your initials on any other bill than that one?

Answer. I do not know that they are; they may be.

Question. What do you call small bills?

Answer. From two and a half to ten dollars.

Question. You say that your initials may be on some bills of that character?

Answer. Yes, sir.

Question. Are they on any of them?

Answer. To the best of my knowledge, they are.

Question. Would your initials be on a bill of $100?

Answer. If I were told by the chief clerk to put them there they would.

Question. Was your name put on bills of $100?

Answer. I do not know.

Question. Was it put on bills as high as $900?

Answer. From the statement it must be there.

Question. You say that you would not have done it except by the order of the clerk?

Answer. It is the custom of the office for the chief clerk and second clerk to put their initials on all bills?

Question. Do you know anything of the delivery of goods set out in these bills?

Answer. I took them on the clerk's word. It is not for me to answer.

Question. How are you now paid?

Answer. Eighty cents the thousand words.

Question. Will the books show the work you did before you left the seed department?

Answer. I do not think it will. I attended to all the orders for seed. As many as 100 to 200 persons would come in with orders for seed, and I had to attend to them all.

Question. About what time was the agricultural division separated from the Patent Office?

Answer. About July.

Question. Were seeds distributed at that time?

Answer. Some wheat may have come in at that time to be distributed.

Question. Were you employed at any time in the Navy Department?

Answer. I was employed on shipboard.

Question. What was the occasion of your leaving the navy?

Answer. I have been employed in the army and navy; but more

recently as assistant clerk in the Washington navy yard. I got into a difficulty with Lieutenant Simms and went on a spree. During the time I borrowed money, and they tried to get me into difficulty; but I was honorably acquitted. Afterwards I was employed paying off troops in the army.

Question. Did you keep accounts for paymasters?

Answer. I paid off for some of them.

Question. In the statement you have shown there is an account paid D. A. Welles, New York, for thirty pages which he wrote for the Agricultural Report. Did he write so many pages?

Answer. I do not know.

Question. There is the book; count them.

Answer. I make but twenty printed pages. It may have been pages of foolscap paper.

Question. (By Mr. Holloway.) You were asked about putting up seed in July; is it not the busiest month for wheat?

Answer. Yes, sir.

THURSDAY, *February* 19, 1863.

WM. T. DENNIS, recalled:

Question. (By the Chairman.) We want to know in reference to these stationery accounts: Was it part of your business to receive stationery and verify it?

Answer. The stationery for the office proper, such as pens, inks, sealing-wax, and twine, it was my business to order and look after.

Question. Did that embrace all the stationery used in the agricultural bureau?

Answer. There were wrapping-paper and twine used in the seed room. The superintendent of the seed room would tell me that he wanted so much, and I would go down and order it.

Question. When the goods came did you verify them with the bills?

Answer. Such as I had a personal knowledge of I did. Most of those came certified by the superintendent of the seed room, and were presented in detailed accounts, and from them the legal vouchers were made up on which payments were made. I saw that the accounts and vouchers were made to correspond. We would file the accounts as the basis on which the vouchers were issued, and would certify accordingly.

Question. Had you blanks for that purpose?

Answer. Yes, sir.

Question. Was it the custom of your department to put initials on bills?

Answer. That is what I mean by certifying. That is the practice I found when I came in there; like anybody else coming into a new place, I adopted it, supposing it to be right.

Question. Are your initials on the accounts?

Answer. My initials are on some of them.

Question. On more than one?

Answer. Perhaps on a dozen; perhaps on fifteen or twenty; the practice was changed. The arrangement was then made that they should have the signature of the superintendent.

Question. Are your initials on any now in the Fifth Auditor's Office except one?

Answer. I do not know what are in the Fifth Auditor's Office; my initials are on fifteen or twenty of the original accounts.

Question. I call your attention to an item charged in the account, under date of the 6th January, of $588 77; what articles are embraced in that item?

Answer. My recollection is that there were some forty reams of wrapping paper; I can only give my recollection.

Question. Have you any means of showing what they were?

Answer. None in my possession. I recollect giving a large order for wrapping paper and twine necessary to put up spring seeds, and we were anxious to get the right qualities and sizes. I gave these orders in advance, so that in March there would be no failure in getting the things we wanted.

Question. There is another item, in Executive Document No. 5, under date of 31st March, 1862, of $332 99; what articles were comprised in that?

Answer. I cannot tell from memory.

Question. Have you any means of ascertaining?

Answer. I have not. I may say, generally, wrapping paper and twine were purchased of Mr. Shepherd for the seed room and propagating garden. We had to get very thick paper for sending packages for members of Congress. This was paper generally for the seed room and propagating garden.

Question. You have no means of ascertaining the items?

Answer. Not within my knowledge or control. Mr. Shepherd furnished not only this paper, but the bags in which the seed is put.

Question. Do you know anything of the articles comprised in the other accounts?

Answer. I do not; my remarks govern all the items; I am somewhat confident of the first item.

Question. Your control of the purchase of stationery was limited to the necessities of the office proper?

Answer. I got the stationery that I was ordered to get from time to time for the other requirements.

Question. Did you order stationery for the whole establishment, or only for the seed room and your room?

Answer. I never felt authorized to do so for any besides our own room, except on order.

Question. (By Mr. Rice, of Maine.) Was all that was ordered and compared with the bills used for the purpose for which it was ordered?

Answer. Yes, sir.

Question. (By the Chairman.) Describe the items of which the following bill is composed:

"*Patent Office, to W. D. Shepherd,* DR.

"1861.

"July 13. For furnishing material and making 22,000 seed sacks $900

"W. T. D. N. W. H. "Received payment,

"W. D. SHEPHERD."

Answer. My recollection is that they were cotton bags; I think most of them were made of cotton drilling, for the purpose of putting up wheat, barley, rye, oats, and perhaps beans.

Question. Beans in July?

Answer. We did not always get them, in their season, the day we needed them; it was common, if we had a surplus of beans, to put them up, and have them ready for distribution.

Question. Was it the custom of the office to keep things over the year?

Answer. When I came here, I found some which had been kept over; they had been received too late for the spring distribution. It must be remembered, too, that Mr. Clemson's importation was a large one, and received too late for spring distribution; and they were mostly put up after I came into the office, and during the summer.

Question. What was the cost of these bags?

Answer. About four cents a bag, according to my recollection. I think the cost was four and one-tenth or four and one-ninth.

Question. Did you order those bags, or make a contract for them?

Answer. I had nothing to do with that.

Question. What work was done in the seed room in July, August, and September, 1861?

Answer. I think it was pretty much in putting up seeds that were left over.

Question. Is not there an abstract that will show the business of that quarter?

Answer. The time-book will show the hands employed.

Question. (By Mr. Rice, of Maine.) Who made the contract with Mr. Shepherd for those seed bags?

Answer. My understanding was that it was the Commissioner.

Question. (By the Chairman.) Was any contract made, or were they merely ordered?

Answer. I understood there was a contract.

Question. Look at the time-book, and state the amount of work done during the months I have indicated?

Answer. I find that in the month of July there was paid as expenses in the seed room, almost exclusively for labor, $1,218 68. Salaries and expenses of the propagating garden at that time, $485. For August: seed room, $979 87; propagating garden, $698 39. September: seed room, $1,139; propagating garden, $428 82.

Question. I find by Executive Document No. 43, under date of January 28, 1862, that the salaries paid hands in the seed room, for the month of July, was $170 50.

Answer. That was according to this book.

Question. In the month of August, the charge is $125 95 for labor?

Answer. That agrees with the book.

Question. What other charges are there for labor in the seed room?

Answer. The charges of those regularly employed and those occasionally employed.

Question. Are there any other charges except those?

Answer. There is an additional pay-roll for additional employés, never entered up in regular salaries of seed room. In September there is a charge of $421 25 for labor of thirty-eight hands.

Question. Are there other charges for labor in the seed room during the month of September, 1861, than those comprised in the item in Executive Document No. 43, under date of the 30th of September, amounting to $421 25?

Answer. There are; the item here in this ought to be exclusive of $421 25 for salaries paid to hands employed in the seed house, and other expenses. It is $689 71.

Question. Does that comprise the whole item of expense?

Answer. It includes all, except the expense of stationery, coal, rent, &c.

Question. Give the items for July and August, in the same way.

Answer. The amount for the regular employés for the seed room in August, exclusive of $125 95, is $210 99.

Question. What is it in July, exclusive of $170 50?

Answer. This month the whole expenses seem to be in bulk; the amount is $1,218 68, including the regular expenses of this month—$170 50.

Question. Is there any pay-roll for extra work?

Answer. Yes, sir; it is in Mr. McCormick's room.

I understand I am charged with having been absent from the office some two or three months, during the fall of 1861. In answer to that, let me say that I was appointed by Mr. Chase secret and confidential agent, with full authority to go west and break up the contraband trade across the Mississippi. In discharge of that duty I was absent, by leave of the Commissioner, from about the 15th of September until the 28th or 29th of October, I think, during which time I was constantly at work.

Question. Did you receive any compensation for that?

Answer. I received my salary at this office, and my cash expenses during the time I was gone and nothing more. I have heard that there was something said about pictures. I wish to state the facts: when George H. Brown left the propagating garden, he called my attention to, I think, seven pictures, which he said he owned, and which he thought I had better buy. He fixed his price at $8 75, and I bought them and paid him.

P. S.—The figures alluded to I am not able to compare with the original entries, as I have no access to the book from which they are taken.

W. T. DENNIS.

J. C. WISWALL, sworn:

Question. (By the Chairman.) How long have you been connected with the agricultural department?

Answer. Since the last week in August of 1861.

Question. During the time you were employed, while it was connected with the Patent Office, how did the quantity of stationery used by the agricultural bureau compare with the quantity used since; was it more or less then than now?

Answer. I cannot answer that. I had nothing to do with it at either time.

Question. Did you take an inventory of the goods transferred from the agricultural bureau, as an adjunct of the Patent Office, to the agricultural department, and is that the inventory?—(Appendix marked D. D.)

Answer. It is. The inventory I assisted to take.

Question. Who directed that to be taken?

Answer. The Commissioner, Mr. Newton.

Question. Was any one present from the Patent Office?

Answer. No, sir.

Question. Does the following affidavit contain a full inventory of the stationery found in the rooms?

WASHINGTON, *February* 5, 1863.

The following is the whole quantity of writing paper of every description in the agricultural division of the United States Patent Office, as found by us on examination and inventory of the property therein, made by us upon the retirement of the chief clerk of the said division immediately after the confirmation of the present Commissioner of Agriculture, as appears by our written memorandum then made, from which the annexed statement is a true copy:

135. Paper, three half reams of blue foolscap.
136. Paper, three reams of Congress post letter.
137. Paper, two reams of pocket note.
138. Paper, one ream of record note.
139. Paper, half ream of record note.
140. Paper, half ream of Congress letter.
141. Paper, one ream of Congress letter.
142. Paper, one-third ream of same.
143. Paper, three-fourths ream of American cap.

JOHN TITUS.
J. C. WISWALL.

Sworn and subscribed to before me this 5th day of February, 1863.

D. ROWLAND. [SEAL.]
Notary Public

Answer. The stationery was kept in the chief clerk's desk. Mr. Dennis was the chief clerk.

Question. This is what Mr. Dennis turned over, then?

Answer. Yes, sir.

Question. (By Mr. Holloway.) Did you take this as property belonging to agricultural division?

Answer. As the agricultural division transferred.

Question. Who told you it belonged to the agricultural division?
Answer. The bill authorized that, I believe.
Question. Who ordered you to take that inventory?
Answer. Mr. Newton.
Question. Did you take an inventory of any property in the seed room?
Answer. I did not.
Question. This stationery is confined to the office in this building?
Answer. Yes, sir.

J. C. WISWALL.

APPENDIX D D.

Inventory of all property belonging to the Agricultural Department of the United States, Washington, D. C.

First, in the rooms of the south basement of the Patent Office.

1. Three carpets; one on the floor of each of the three rooms.
2. Twelve cane-bottom chairs.
3. Three rotatory chairs.
4. One high cane-bottom stool.
5. One lounge and one sofa.
6. Six desks; four with paper-cases.
7. Two tables.
8. Three baskets.
9. One separate case of pigeon-holes.
10. One book-rack, on rollers.
11. One step-ladder.
12. One washstand, metallic pitcher, bowl, soap-cup, &c.
13. One table, large water-cooler, and tumbler.
14. Three stoves; one wood, two coal.
15. Two coal-scows.
16. Four maps.
17. One clock.
18. Five pictures; four in frames.
19. Eight inkstands.
20. Nine weights.
21. Two pen-racks.
22. Three paper-cutters.
23. Three paper-folders.
24. Seven rulers; two round.
25. Four perpendicular paper-files.
26. Six spittoons.
27. Plaster casts; one cow and two sheep.
28. Two broom-corn clothes brushes.
29. One feather and one bristle duster.
30. Three broom-corn brooms and one dustpan.
31. One copying press and book; also, cup and brush.
32. One separate paper-case.
33. Two stone ink-jugs.
34. Two buckets; one wood and one tin.
35. One small looking-glass, *fractured.*
36. Two hand stamps.

37. One rug.
38. Three foot-mats.
39. Four dust-covers.
40. Seventeen maps of California, (in the room below.)
41. Hydrographical maps, Lake Haarlem, eight, (8.)
42. Four maps of isothermal lines.
43. One gas-drop.
44. One small desk.
45. Seven rolls of blank circulars.
46. One large lot of blank sheet circulars.
47. One lot of bi-monthly circulars.
48. Two large book and paper cases with glass doors.
49. Six window shades.
50. Nine bookcases.
51. Four erasers.
52. One post office delivery.
53. Five grain cases, with glass covers.
54. Three Webster's Dictionaries; two quarto, one octavo.
55. Two dictionaries; one French, one German.
56. Album Vilmorin; plates 52 and 55, and texts January 1, 1859, and January 2, 1850, all missing.
57. Country Gentleman, 16 vols.
58. American Agriculturist, 19 vols.
59. Farmer and Gardener, 10 vols.; those of 1860 from January.
60. The American Farmer, 4 vols., unbound.
61. Same work, 9 vols., bound.
62. Same work, 6 vols., including July and December, 1860, unbound.
63. Five copies of the Trans. of the Ill. Ag. Soc.
64. Six copies of the Prairie Farmer, bound.
65. Same work, unbound, first half year of 1861.
66. The Farm and Garden, 1 vol.
67. Statutes at Large and Treaties of United States, 1st and 2d session of 36th Congress.
68. Transactions of Worcester Mass. Ag. Soc., 1860.
69. Transactions of the Mass. Ag. Soc. from 1859.
70. First Ann. Rep. Bd. of Ag. of Maine, 1856.
71. Same work, 1860.
72. Two copies of the St. Louis Ag. and Mech. As., 1858.
73. Same work, 1859, one copy.
74. St. Louis Fair Rep., 1860
75. Trans. Cal. St. Ag. Soc., 1859, 2 copies.
76. Ag. of Mass., by C. L. Flint, 1860.
77. Fitch's Noxious Insects of N. Y.
78. Harris's Insects Injurious to Vegetation, edited by Flint, 1862, 2d edition.
79. Transactions of the Norfolk Ag. Soc. for 1860.
80. Extra Ses. of the Leg. of Mass.
81. Ag. of Maine, by S. S. Gooddale, 3 vols.
82. Trans. of the N. Y. St. Ag. Soc., 1859, 2 copies.
83. Milch Cows and Dairy Farming, by C. L. Flint.
84. Commerce and Navigation of the United States, Tr. Rep. of 1861.
85. Gardener's Monthly for 1860, bound.
86. Same work, 11 vols., unbound.
87. Stat. Docs. of Belgium, book 11, 1860.
88. Buln. of the Higher Bd. of Ag. of Belgium, 2 vols., 1858 and 1859.
89. Ses. of the H. Reps. of Belgium of 1860, 2 copies.

90. French pamphlet on noxious insects.
91. Bulletin of the Iml. Zoll. Soc. of Al. France, December, 1861.
92. Catalogue of the flowering plants and trees of Ohio.
93. Farm Insects, by John Curtis English.
94. On the Culture of Hops; Berlin, 1861.
95. Bulletin of the Higher Board of Ag. of Belgium, 1861.
96. Same work, 1860.
97. Ag. Forces in Russia, by Teyaborski, 4 vols., unbound.
98. Agricultural Journey in Russia, by August Jorgien, 1859 and 1860.
99. Off. Docs. on Farming in Belgium for 1857.
100. New Inventions, by Jotard; Brussels, September and October, 1857–'58.
101. Le Bonne Jardinere, 3 vols., 1861.
102. Two vols. Em., from same work.
103. Description of pot plants, by Vilmerin, 1856, 2 copies.
104. Jour. of Prac. Ag., 7 vols., from 1855 to 1860, inclusive.
105. Manual of Prac. Ag. for the Balt. Provinces, by Miller.
106. Contributions towards the Knowledge of the Sus. of Russia.
107. On cheap raising of fine wool, by Elsner.
108. Studies on the Manures and Ag. of Russia, by Hadausen, 3 vols.
109. Cont. on Knowl. of Rus. Empire, 23 vols.; one missing.
110. Atlas for the same work; maps and plates.
111. Lot of pamphlets and catalogues.
112. Curious Letter to President Pierce.
113. The Ohio Farmer, 1858, 1859, and 1860, 3 vols.
115. Journal on Bee Culture, by Bartho. Schmidt, 2 vols.
116. One set of Ag. Reps. from 1845 to 1860; 1857 missing.
117. Letters, Essays, &c., of the Ag. Dep., bound; 21 vols.
118. Ten bundles of same, unbound.
119. Scale and weights.
120. Cyclopedia of Ag., in 2 vols., by Merton.
121. Rural Cyclopedia, 4 vols., by Wilson.
122. Lippincott's Gazr. of the World.
123. Ohio Ag. Rep., 1856 to 1859, 4 vols.
124. Trans. of the N. Y. Ag. Soc., 1856 to 1860, 4 vols.
125. Rep. of the St. Louis Ag. and Mech. As. for 1859.
126. Year Book of Ag. for 1855 and 1856.
127. Estimates of Appropriations.
128. Gazetteer of the United States, by Baldwin & Thomas.
129. Transactions of the Hingham Ag. Soc., 1858 to 1861.
130. Rep. of the Comm. of Ind. Affs., 1860.
131. Trans. of the N. Y. State Ag. Soc. for 1861.
132. Sheep Husbandry in the South, by Randall.
133. Johnson's Family Atlas.
134. Patent Office Reports of all dates, 4,532, (in lower room.)
135. Three half reams of blue foolscap paper.
136. Three reams of Congress post letter paper.
137. Two reams pocket note paper.
138. One ream of ruled note paper.
139. Half ream ruled note paper.
140. Half ream of Congress letter paper.
141. One ream Congress letter paper.
142. ⅓ ream of same.
143. ¾ ream of Am. cap paper.
144. Two dozen of India-rubber erasers.

EDWARD H. WOOD sworn:

Question. (By the Chairman.) What is your occupation?

Answer. I am superintendent of the seed room in the department of agriculture.

Question. How long have you been connected with the department?

Answer. Since July 3, 1862. I was employed in the seed room, and took an inventory of the property passed over, in the seed room, at the time of the transfer. The quantity of seed, and other bags transferred, are shown in the inventory. The inventory shows all the property transferred. Assistant Superintendent Cooke was present from the Patent Office. I will annex the inventory to my testimony.

[Witness, in reply to questions by Mr. Holloway:]

This inventory taken by me was taken the first week in July. Cooke remembers that he looked over the inventory to see if it agreed with theirs. Cooke was there before; don't know who employed him. There was a small quantity of twine, but no wrapping paper, turned over.

EDWARD H. WOOD,
Superintendent of Seed Room, Department of Agriculture.

FRIDAY, *February* 20, 1863.

WALTER E. GARDINER sworn:

Question. (By the Chairman.) What is your occupation, and how long have you been in your present employment?

Answer. Clerk in the department of agriculture; but I was a clerk in the agricultural bureau since 7th October, 1861.

Question. What is your specialty?

Answer. I receive orders from persons who come to the office, and orders that come through the mail directed to the Commissioner. I sometimes write letters. I do whatever may be assigned to me by the Commissioner.

Question. Is there more work done in the department of agriculture than when it was a division of the Patent Office?

Answer. There is much more done there now than there was at that time. I have more to do, and I think all the other clerks have more to do.

Question. Do you know whether the demand of the office for stationery is greater or less than it was when it was a division of the Patent Office?

Answer. I could not state that. My impression is that there is much more demand, from the fact that there are more clerks employed.

Question. Are there more seeds put up now than before?

Answer. I have no knowledge of that.

Question. What is the cost of stationery for that department since it has been organized?

Answer. I do not know; I have no personal knowledge.

Question. Do you know anything about the purchase of seed bags, or have you anything to do with that?

Answer. I do not.

Question. (By Mr. Holloway.) You say there is much more work done now than formerly. What does it consist in?

Answer. I think the correspondence is much larger. It requires two or three clerks to do the correspondence now, and it only required one before.

Question. Does not the amount of stationery purchased depend more on the quantity of seed put up than on the clerical duty of writing letters?

Answer. I think it would on the papers used for packing seed.

Question. Is not that stationery?

Answer. Yes, sir.

Question. Do you not know, since you have been here, that in 1861 an immense quantity of seed was purchased by Mr. Clemson, and put up, in addition to the usual quantity?

Answer. I think seed was purchased by Mr. Clemson, but I do not know about the quantity.

Question. Did the seeds purchased by Mr. Clemson come to the office?

Answer. I do not know.

WALTER E. GARDINER.

W. E. JILLSON (called by Mr. Holloway) sworn:

Question. What is your occupation?

Answer. Librarian of the Patent Office.

Question. How long have you been there?

Answer. Since December, 1859.

Question. Was the law authorizing the printing of the specifications passed before I entered office?

Answer. Yes; on the 2d of March, 1861.

Question. Show the advantages of printing in this way, and of securing ten copies, authorized by law, and twenty additional.

Answer. Here is a volume of English patents from the Great Seal office, of which this office has a set from 1716 to the present time. We are presented with them by the English government on condition that we bind them in that style. We have on the shelves some 600 volumes of text and 600 volumes of drawings. Of the old patents, under the old law, we have 13,400. When this question was before Congress, Professor Woodcroft, of the English office, wrote to this office, expressing his satisfaction that some new plan was to be adopted for printing our reports, and requested two copies to be sent to them for the use of their office and museum. He gives as a reason: "Should you require to be furnished with any argument in behalf of this request, it may be suggested that the copies of publications of this

office already presented to the Patent Office and other public libraries of the United States have cost this country upwards of ten thousand pounds, and these works cannot be continued at a cost of less than fifteen pounds weekly." Soon after receiving this letter an order was issued for the printing of the specifications in the style of those which I now exhibit. The Commissioner decided that we ought to send to the English office two copies, according to their request, as we have been receiving valuable publications from them. In addition, we receive a semi-weekly journal. The English office has complained that we made a poor return for the works they present to us; and we had, at different times, obtained from other departments and sent to the English office works that would be useful to them.

From France we receive a regular set of Patent Office publications. They publish about four volumes, in quarto, annually, with four volumes of plates—not in such fine style, quite, as these; their patents are not published entire; here they are as complete as presented by the patentees.

We receive nothing from the Prussian government. We receive from the Polytechnic School at Berlin, its regular publications. From the government of Hanover we receive the publications of the Polytechnic School. From Austria, the publications of the Society for Engineers. From Belgium we have received, at different times, and especially for the last two years, the publications of the Statistical bureau.

We receive publications from various societies and libraries. We receive publications from the royal library at Munich. We have received, during the last two years, some valuable works; one published in 1470—a very valuable work. We receive, in the course of a year, from 200 to 300 volumes from different foreign societies, to which we are in the habit of sending our annual report. It was in consideration of this that it was proposed to send to some of the governments of Europe, a set of these publications, which are much desired there. I designated them: two in Great Britain; royal library at Munich; minister of the interior at Belgium; Conservatory of Arts at Paris; minister of the interior at Hanover; minister of the interior at the Netherlands; royal library at St. Petersburg; minister of the trade of Prussia; and minister of the trade of Austria. It was the intention of the office to send ten copies as a partial return for the valuable works that we receive from them; the others were demanded by the patentees and the agents in the country. There has been great complaint that the Patent Office Reports heretofore published were incomplete—that the claim and drawing, as published, only gave an imperfect idea of the patent. When the specifications were printed they went to the country complete, with complete drawings.

Question. State the facilities it afforded to an inventor to get a copy of any specification whatever.

Answer. Only a few days since an agent purchased 25 copies of printed specifications for his client; others have done the same thing; they have gone to the printer and obtained printed copies instead of requesting written copies from the office.

Question. What does a written copy cost?

Answer. Ten cents the hundred words.

Question. (By Mr. Rice, of Maine.) Would anything be saved by the printing system over the other?

Answer. Certainly there would. Here is a specification which would be one dollar under the printing system and three or four dollars under the engrossing system.

Question. (By Mr. Noble.) To whose advantage is this?

Answer. To the advantage of the patentee.

Question. (By Mr. Trowbridge.) Would the man who bought 25 copies from the printer have purchased them if they were to be written?

Answer. I think not.

Question. Does the Patent Office get anything for those printed copies which are obtained from the printer?

Answer. No, sir; for the other copies they pay according to the act.

Question (By Mr. Holloway.) When copies are ordered from the Patent Office does the amount which is received pay their cost?

Answer. It does not; the office has to furnish office rent, clerk hire, heating of the room, &c., &c.

WILLIAM E. JILLSON, *Librarian.*

MONDAY, *February* 23, 1863.

HUGH MCCORMICK recalled:

Question. (By Mr. Holloway.) Had the Patent Office a surplus of $80,000 when the present Commissioner took his official position?

Answer. No, sir; it had a surplus of a little over $70,000.

Question. Did he at any time have $30,000 charged to printing without a law to authorize it?

Answer. I have no doubt that there was nothing charged to printing but what was paid for printing. About one-half of the printing only was provided for expressly by law, but the other half was, in my opinion, just as legal, as the Commissioner had his authority under the patent law.

Question. Has any sum been charged to the printing account, or any other account, except that to which it legitimately belonged?

Answer. None, sir, except in one or two unimportant matters in the agricultural division, about which I have already spoken, and that was done by my mistake.

Question. Was not every cent paid for printing legally earned?

Answer. Every cent paid for printing was included in Mr. Gideon's bills, which were carefully examined. There is no question about their correctness.

Question. Was not the business of the office connected with the printing of patents done as economically as business is generally conducted in various departments?

Answer. In reply to that, I would say that I never doubted about its being managed as economically as it was possible under a direct specific agreement for the printing.

Question. State to the committee as to the facts about my two sons.

Answer. They were appointed like any other clerks. I have no reason to believe there was any difference. Your son Henry was appointed as a third-class clerk. He was detailed for duty in the machinist's department, where they receive models, &c.

Question. Has the Commissioner purchased a carriage, or any other kind of vehicle, since he came here?

Answer. No, sir.

Question. Were there not two carriages belonging to the office at that time?

Answer. I believe there were.

Question. How many are there now?

Answer. I think there is but one.

Question. What became of the other?

Answer. It was surrendered to the agricultural division.

Question. Is the pay for a horse what it has been for years?

Answer. Yes, sir.

Question. Is it not precisely the same?

Answer. The same amount precisely.

Question. What was to be the compensation of D. Jay Browne?

Answer. His compensation was to be at the rate of $2,000 a year, and $1,000 for travelling expenses. He never received anything but that.

WILLIAM D. SHEPHERD sworn:

Question. (By Mr. Holloway.) Do you furnish stationery for the agricultural department?

Answer. I did for the last year, but not for this. My contract commenced with the Interior Department, embracing the Patent Office, about the first of June, and continued up to the time of the separation; that is, so far as the agricultural division is concerned.

Question. Who made the contract to furnish the agricultural division with stationery?

Answer. The Secretary of the Interior. The contract embraced the whole department, including the Patent Office as well as the agricultural division.

Question. Who made the contract for the paper envelopes desired for the agricultural division?

Answer. They were embraced in the general contract.

Question. (By Mr. Rice, of Maine.) Was it a written contract?

Answer. Yes, sir. My recollection is that the whole matter was furnished under one general contract. I am not distinct whether a separate contract was made by the Patent Office.

Question. Did not Dr. Locke make a contract or give an order as to the price of paper envelopes desired for the agricultural division?

Answer. As near as my recollection serves me, the contract with Dr. Locke was for certain things?

Question. What were they?

Answer. I think they were seed bags.

Question. (By the Chairman.) Was it in writing?

Answer. I think it was not. When Mr. Holloway came into office, I went to him and asked to furnish certain things for the Agricultural bureau. He referred me to Dr. Locke, and he had nothing further to do with the matter. I stated the prices to Dr. Locke at his request. He then suspended the matter until he went to New York, to ascertain some information in reference to the prices of the various articles which were to be furnished. When he returned he said that if I would make some changes he would make an agreement with me. I did make the changes, and an agreement was made by which I was to furnish these articles.

Question. (By Mr. Holloway:) I had nothing to do with that contract, then?

Answer. No, sir; what transpired was between Mr. Locke and myself.

Question. (By Mr. Rice, of Maine.) Can you approximate to the profit on those bills?

Answer. I cannot. Those seed bags were partly made in my own house, by my own family.

Question. Would not the invoices show what was the cost of the goods?

Answer. I do not know whether I could lay my hands on the invoices or not.

Question. Don't you keep an invoice book?

Answer. No, sir. We have a large collection of bills—some pasted in the book and some filed away.

Question. What is your profit on that bill for $347 33?

Answer. I presume the profits on the goods were not heavy. We thought we were doing very well if we made fifteen or twenty per cent. on the goods which we furnished to the departments. Some of the goods have been furnished at less than cost.

Question. Here are some more bills rendered by you. Can you approximate the profit which you made on them?

Answer. I cannot. I suppose I made more than twenty per cent. on this bill, for goods which were not included in the contract. We make it a rule to make up on goods furnished outside of the contract what is lost on those embraced in the contract.

Question. (By the Chairman.) Were any goods charged that were not delivered?

Answer. No, sir.

Question. Were any commissions paid on your contract?

Answer. No, sir. What profits I made I put into my own pocket.

Statement of money paid.

To H. W. Hilborn, September 30, 1862	$100 00	
Do.....November 29, 1862	100 00	
Do.....December 31, 1862	100 00	
		$300 00
To William Grandin, November 29, 1862	23 33	
Do..... December 31, 1862	78 00	
		101 33
To W. C. Doane, May 31, 1861	107 14	
Do..... June 29 to August 31, 1861	450 00	
Do..... September, October, November, and December, 1861; January, February, March, April, May, June, July, August, September, October, November, and December	2,375 65	
		2,932 79

Statement showing the absence of Dr. Doane from his desk since his entrance into the office on the 10th of May, 1861.

On the 20th of May, 1861, leave of absence was granted for ten days. He was absent during the remainder of that month, all of July, August, and September.

Again, at the request of several members of Congress, and with the approbation of the Secretary of the Interior, a leave of absence for sixty days was granted July 2, 1862. He did not return to the duties of his desk until sometime in October.

His total absence amounted to about one-third of the whole time from his first appointment to the 31st December, 1862.

STATEMENT OF D. P. HOLLOWAY.

GENTLEMEN: My attention having been called to a pamphlet addressed to the members of the Senate and House of Representatives, entitled "An exposition of D. P. Holloway's management of the affairs of the Patent Office," signed R. Betts, reflecting most injuriously upon my official conduct, I immediately applied to the chairman of your committee, with whom I had had no previous acquaintance, and who, I had been informed, had expressed the opinion that an investigation should be made of the charges in said pamphlet, and requested him to move in the House of Representatives for the appointment of a select committee to investigate the charges referred to.

On the first day that I appeared before your committee your chairman expressed to Mr. Betts the desire that the charges against me should be distinctly and specifically made so as to facilitate the investigation; but such specifications have not been made, and I am left to answer to the general statements of misconduct contained in the pamphlet referred to. The allegations in that pamphlet are so vaguely, loosely, and unmethodically stated that I shall have to select my own arrangement in replying thereto. This I shall proceed to do.

First. It is charged that I, as Commissioner of Patents, had on hand in April, 1861, a surplus fund of $80,000, and that in five months thereafter the whole of this sum, together with the ordinary income of the office, was nearly expended, and the office brought to the verge of bankruptcy through my mismanagement.

To this I answer: On the first of April, 1861, when I took formal possession of the funds and property of the Patent Office, the balance on hand, instead of $80,000, was $70,139 37. The balance on the first of January, 1861, was $89,554 07; so it will be seen that my predecessor had expended of the balance on hand at the commencement of the fiscal year the sum of $19,414 70 in the course of the first quarter. I refer to this to show that previous to my coming into the office the business had so fallen off that this large sum was expended over and above the receipts in the brief space of three months. The difference in the amount charged to be on hand on the first of April, 1861, and the amount I give as the true balance, you have been able yourselves to verify by an examination of the books of the office, which have been under your inspection. This balance, it is true, was so far reduced by expenditures in the office that there was left to the credit of the patent fund on the 1st of January, 1862, $5,416 60. This reduction was attributable to the fact that the expenditures of the office, necessary, as I shall hereafter show, to its successful administration, fell far short of the receipts during that period. The receipts for the year ending January 1, 1862, including the period referred to in the charge, were $118,998 15 below those of the previous year. The causes of the falling off of

receipts are almost too obvious to be recapitulated. The minds which had been devoted to inventions were absorbed by the startling events of the rebellion; A state of civil war deprived the office of the patronage of most of the slaveholding States, while the enterprise of the loyal States having been, for a season, almost paralyzed, and the sale of patent rights, and patented articles of manufacture having been in a great measure abandoned, there were no inducements for taking out patents for new inventions. But I may be asked why should not the expenditures of the office have been reduced in proportion with the diminution of the receipts? To this I reply: In a great institution like the Patent Office, where regard must be had, not only to present necessities, but the future integrity of the institution, there are times when the annual expenditures cannot be made proportionable to the immediate receipts. In all households and commercial and manufacturing establishments there are certain necessary, general expenditures which cannot be reduced, whatever may be the demand for the most rigid economy. A great mine cannot be abandoned, and the working of its shafts and galleries discontinued, because of the temporary loss of the lead or leanness of the ores, without its total ruin. In such establishments even a reduction of the force for a time cannot be made with advantage, even in seasons of the greatest commercial depression. It is well known that in large factories, in unprosperous times, the expenses often cannot be profitably diminished either by the shortening the time of the operatives, or the reduction of force. It is better to stop the work wholly, or work in full time, and with full force, without profit. The analogy applies completely to the Patent Office; the present efficiency of the office must not be diminished, nor must its future usefulness be impaired by false economy. Whatever may be its receipts, certain general expense must always remain the same; there must be the same expenses for fuel, gas, watchmen, taking care of the models, drawings, and books of the office, and the same expenses for general administration; while for the security, both of inventors and the public, there must be the same peculiar learning, skill, and experience, in the different divisions of the examining corps, whether there are ten or twenty monthly applications for patents.

To meet emergencies such as occurred in 1861, the surplus fund, which is and may always be accumulated in seasons of commercial prosperity, is most appropriately applicable. The Patent Office is not a commercial institution; while it is its duty to make such accumulations as may be made consistently with the permanent good of the office, it is no less its duty to expend those accumulations when the interests of the office require it. I maintain that it is not its duty to attempt to accumulate the fund in seasons of depression, if thereby the usefulness of the office may be impaired. The funds of the office belong to the inventors who have furnished it. It is their right that there should be a sufficient force in the office to examine their applications promptly, that the requisite experience and science should be retained in each department of examination, and that the institution which more than any other fosters our industrial interests

should not run down because of the temporary embarrassments of the country. Such are some of the considerations which have justified me, to my own conscience and judgment, in expending the available surplus fund in such a manner as I believed the present and permanent interests of the office required. There is an implication in the charge to which I am now replying that there was a mismanagement peculiar to my administration of the office in allowing the expenditures to exceed the receipts of the year. The Patent Office is not supported by annual appropriations; it subsists by a perpetual appropriation of its own funds, and there never has been, under former Commissioners, any attempt to confine the expenditures to the receipts of each year. Thus, in the report of Commissioner Mason, for the year 1854, a period of great prosperity, is the following statement:

"The receipts from all sources during the past year amounted to $163,789 84, and the whole expenditure has been $167,146 32. This exceeds the receipts by $3,356 48. Among the receipts is included the sum of $16,000, refunded to the Patent Office for expenses incurred partly in 1853, and partly in 1854, for fitting up the rooms of the new building, and for other similar purposes, so that the revenue arising from fees alone during the year 1854 has been only $147,789 84. This falls short of the actual expenditure by $19.356 48."

The expenditure in this case is shown by the Commissioner to have been perfectly justifiable, and the statement is referred to merely for the purpose of showing that I have not departed from established precedents.

I have not referred to the necessity of increased expenditures for the period referred to, imposed upon me by Congress, nor to the savings over the expenditures of former years actually effected. By reference to the act of March 2, 1861, it will be seen that the expenses of the office over those of previous years were largely increased by Congress; the increase for tha year 1861 being as follows:

For salaries of examiners-in-chief	$6,437 53
For salaries of Commissioner and chief clerk	1,500 00
For printing	17,854 37
Total	25,791 90

The expenditures of the office for the year 1860 are shown by official reports to have been $252,704 14. Those of 1861 were $221,491 91. Omitting the above $25,791 90, as extra, the expenditures for 1861 were $57,004 13 less than those of 1860.

Finally, the first charge to which I am now replying is reduced to this, that, in a period of unparalleled depression, for the purpose of preserving the efficiency, and even the existence of the office, I encroached upon the surplus fund provided for precisely such an emergency. I have shown that such encroachment was in conformity to well established precedents; and I have further shown, notwithstanding the increased expenditure required by Congress, an im-

portant reduction of the expenses from the previous year. No material instance has been cited, except in the matter of the printing, to be hereafter referred to, in which any expenditure has been made which was not required by the interests of the office. I submit, therefore, that I am completely vindicated of official mismanagement under this charge.

In the second place, it is said that I have caused about $30,000 to be charged to printing without any benefit being derived therefrom to the public or to the office, without necessity and without law, and at a time when economy was essentially necessary.

As all the allegations of misconduct in relation to the printing, contained in the pamphlet referred to, may be included under the above charge, I beg leave to answer it by referring to the law under which I acted, and by giving a brief statement of my action under that law, and under the new necessities and obligations imposed upon the office in consequence of that law.

The 14th section of the act approved March 2, 1861, provides "that the Commissioner of Patents be, and is hereby, authorized to print, or, in his discretion, to cause to be printed, ten copies of the description and claims of all patents which may hereafter be granted, and ten copies of all drawings of the same, when drawings shall accompany the patents: *Provided*, the cost of printing the text of said descriptions and claims shall not exceed, exclusive of stationery, the sum of two cents per hundred words for each of said copies, and the cost of the drawing shall not exceed fifty cents per copy: one copy of the above number shall be printed on parchment, to be affixed to the letters patent; the work shall be under the direction, aud subject to the approval, of the Commissioner of Patents, and the expense of the said copies shall be paid for out of the patent fund."

Frequent communications with those most instrumental in passing this section, as well as the terms of the provision itself, left no doubt upon my mind as to the object of the legislature in passing the law. The character of the descriptions of patents contained in the patent office reports has long been a subject of complaint. The descriptions of late years had been made by contract, by individuals out of the office, with the least possible expenditure of time and labor, and the claims were generally unintelligible for want of proper descriptions. It was held that each patent, as its name implies, should be open to the perusal of all, as it has the effect of a law, should be published at the public expense, as all other laws. In Great Britain, France, Sardinia, and Belgium, the specifications are published in full, and in such form that printed copies may be furnished to all who apply for them, at cost price. It was evident to me that it was the object of the law, and it was my object in carrying out the provisions of the law to commence a system which should correspond with that of the countries before named, and further, enable us to return in exchange for the magnificent publications furnished us from those countries at an enormous expense, something more creditable to the country than our former meagre and imperfect reports. Appreciating the legal

construction given to the word "authorized" contained in the law as applied to an act to be done by a ministerial officer, and understanding that by the terms of the law the sole *discretion* given to me was whether to "print" or to "cause to be printed," &c., I regarded the law as imperative upon me either to print or to cause to be printed the ten copies of the descriptions and claims of patents and drawings of the same, and this view was confirmed by the Secretary of the Interior.

In accordance with the provisions of the law, and with the approval of the Secretary of the Interior, I contracted with a responsible person for the execution of the work upon the terms mentioned in the law. It is stated in the pamphlet referred to that the aggregate of words in the patents printed was 2,929,250. I have shown, by documentary evidence, that the precise number was 2,761,410, amounting to $5,522 82. It is stated, also, that 2,000 drawings was a full allowance for the number of patents issued. I have shown that the actual number was 2,289. A most minute statement of the cost of printing was given to Congress, and especially in answer to communications addressed to this office, through the Secretary of the Interior, from the Committee on Printing of the House. In answer to a communication upon this subject, the chairman of the Committee on Printing, on the 22d of April, addressed the Secretary of the Interior as follows:

HOUSE OF REPRESENTATIVES,
April 22, 1862.

SIR: The Committee on Printing acknowledge the receipt of your letter of the 21st instant, in prompt response to that of the committee of the 17th. The letter of the Commissioner of Patents is a full answer except in one particular. The number of pages in one copy of all the sets printed was asked, and the reply gives "*the number of pages of one hundred words.*" Please supply this deficiency.

Further information is now desired to the following points:

The resolution asks that $50,000 be refunded for "money heretofore expended for printing, in pursuance of section fourteen" of the patent act of March 2, 1861. It seems from the letter of the Commissioner that only $17,087 27 were expended under that section; that is, for the ten copies authorized by it; but that an additional expenditure was made of $17,466 10 for twenty extra copies. Total, $34,553 37. You will observe that this is $15,446 63 less than the sum asked of Congress. Were there any other expenses properly chargeable under the section referred to; and if so, how much and for what?

By what authority were the extra copies (20) printed, and for what purpose?

Was the paper for the printing and photographing furnished by the Patent Office or by the contractor?

Very respectfully, your obedient servant,

E. P. WALTON,
Chairman Committee on Printing.

Hon. CALEB B. SMITH,
Secretary of the Interior.

To the above letter I replied, through the Secretary of the Interior, as follows:

UNITED STATES PATENT OFFICE,
Washington, April —, 1862.

SIR: I have the honor to reply to the letter of Hon. E. P. Walton, chairman of the Committee on Printing of the House of Representatives, dated April 22d instant, referred by you to this office.

The inquiries proposed by Mr. Walton may be resolved into the following interrogatories:

1st. What are the number of pages in one copy of all the sets of specifications of patents printed?

2d. Upon what data was the estimate based of $50,000 asked to be refunded for moneys heretofore expended for printing, &c.?

3d. By what authority were the extra copies of the specifications, &c., printed, and for what purpose?

4th. Was the paper for the printing and photographing furnished by the Patent Office or by the contractor?

To these interrogatories I answer:

1st. The number of "printed" pages in one copy of all the sets of specifications of patents printed is 6,036.

2d. The estimate of $50,000 asked to be refunded for moneys heretofore expended for printing, &c., was made before the actual expense had been ascertained, and was intended to cover not only the ten copies, but also the twenty additional copies engaged at the reduced price. It was supposed at the time that the estimate was made that the expense of printing and photographing these *thirty* copies would probably exceed $40,000. To this it was thought but just to add the cost (including the stationery) of making the copy with which the printer was furnished, it not being deemed prudent to allow the original books to be taken from the office, and the additional expense incurred by the office for increased labor caused by proof-reading, repeated examinations, and comparison with the originals. To cover these and other incidental expenses it was computed that at least $10,000 would be needed. Hence the amount asked for.

3d. The authority by which the extra copies were printed is that which has been invariably exercised by the Commissioner, of making such expenditures out of the patent fund as, in his judgment, would facilitate the administration of the office. Expenditures for the library and similar purposes have been made under this prescriptive authority, which has never been questioned by the Secretaries of State or the Interior, or by the Comptroller of the Treasury, by whom the accounts of the office are allowed.

The extra copies were printed to facilitate the administration of the office by furnishing the means of procuring, by exchange, the publications of foreign patents, the possession of which is indispensable not only for the completeness of the library, (an object for which all the inventors of the country are solicitous,) but for determining the question as to the originality of the inventions arising on every application.

This office receives a complete set of the publications of the Great Seal Patent Office in Great Britain. Professor Woodcroft, of that office, in a letter dated March 28, 1861, says: "The copies of the publication of this office (Great Seal Patent Office) already presented to the Patent Office and other public libraries of the United States have cost the country upwards of £10,000," and "that the continuation of these works cannot be maintained at a cost of less than £15 weekly." The office also receives the publications of the French Patent Office, and of the other departments of the French government. The whole number of exchanges amounts to two hundred volumes, at east, received from the various governments of Europe. Congress having

liberally provided that foreigners should be admitted to the privileges of this office on the same terms as citizens of the United States, it was believed to be in accordance with the spirit of that provision, as well as for the financial interests of the office, to place the publications of this office in the most important libraries of foreign countries.

4th. The paper for the printing and photographing was furnished by the contractor.

I have the honor to be, sir, respectfully, your obedient servant,

D. P. HOLLOWAY,
Commissioner.

Hon. CALEB B. SMITH,
Secretary of the Interior.

This explanation was deemed perfectly satisfactory to the Committee on Printing, who instructed the chairman of that committee to introduce an amendment to the proper appropriation bill, providing for refunding to the Patent Office fund the whole amount estimated as expended for printing, including the cost of the twenty additional copies. It being considered advisable by the chairman of the Committee of Patents that the amendment should be proposed by the Committee of Ways and Means in the House, the whole subject was brought before that committee, who unanimously decided to recommend the adoption of the amendment referred to. The whole subject was afterwards discussed in the House, and the amendment adopted by it. The section making said appropriation was afterwards fully discussed in the Committee on Finance in the Senate, and was recommended by it to the Senate, and passed by that body. Thus it was shown that the whole subject, which is the foundation of the present charge, was deliberately acted upon after full discussion and explanation by three committees of Congress and by both houses, and my action solemnly indorsed and approved.

The *third* charge is that I paid $43,791 31 to temporary clerks for the year 1861, notwithstanding during eight months of that year all the letters patent were printed, while the very small sum of $92,868 92 was paid out for salaries for the same year.

The gist of this charge is, that the printing of the specifications ought to have effected a diminution in the number of temporary clerks. I have shown to the committee that no saving could have been effected by this; the copy required for the printer requiring the same expense as the engrossment of the parchment, which was dispensed with. A copy for the printers was indispensable, as no ordinary compositor could set up types from specifications, almost invariably rendered unintelligible by amendments and interlineations, confusing the papers to such a degree that only an experienced person can make a correct copy. The number of temporary clerks for the year 1861 is shown to be a fraction less than the average for the preceding five years. The number of temporary clerks, as compared with those appointed with salaries, exhibits, in fact, a point in which a very considerable reduction of expense has been made, many of these clerks performing the duties which formerly belonged to permanent clerks, or second assistant examiners with higher salaries.

Even if there is a large number of temporary clerks employed, there are now thirty-one vacancies in the permanent desks.

In the *fourth* place, it is charged that I have illegally reduced the salaries of principal and assistant examiners and others as fixed by law, while the salaries of the Commissioner, chief clerk, and examiners-in-chief, were left unchanged.

In reply to this charge I have to say that at the time of the greatest depression of the business of the office, while anxiously considering to what extent the expenses of the office might be reduced, and being exceedingly reluctant, after having already dismissed many valuable gentlemen from the office from considerations of economy, to impair the efficiency of the office by a still further reduction of its force, I consulted the Secretary of the Interior, who advised me, and finally directed me to dismiss the principal examiners, whose salary was $2,500 per annum, and appoint them assistant examiners, with directions to perform the duties of their original position—it having been the frequent practice of the office for an assistant examiner to perform the duties of principal; and to make corresponding removals from a higher to a lower grade throughout the office, wherever such a removal could be made. I made the dismissals and new appointments according to this suggestion and direction. I am satisfied that I acted lawfully. I know that I acted for the interest of the office, and for the interests of the gentlemen of the office, who preferred to receive the reduced compensation under the new appointments to incurring the risk of absolute removal, which would have been the other alternative. I am happy to say that, with one or two exceptions, my action was approved by all in the office affected by it. The salaries of the Commissioner, chief clerk, and examiners-in-chief were not changed because they were fixed by law, and there was no grade with lower compensation to which they could be reduced and still legally perform the duties appertaining to their offices.

Incident to this charge is the allegation that I asked for and obtained an appropriation with a view of paying the examiners and others the sums illegally withheld from their salaries, which sums I still refuse to pay. There is no provision in the law making the appropriation of $50,855 49 authorizing the refunding of salaries. Concurrently with asking for this appropriation, I asked for the passage of a law giving me such authority, and a bill to this effect has passed the House and is now before the Senate. I have repeatedly and earnestly, during the present session, urged upon senators the propriety of passing this bill; and until it shall have passed and become a law, I have no authority to pay to any person the salary of an office from which he was lawfully dismissed.

In the *fifth* place, attention is called to contingent expenses of the Patent Office, and $59,502 36 is regarded as such a sum as to be worthy of investigation.

I cheerfully submit the same to the closest scrutiny. This sum of $59,502 36 is made up of an almost endless variety of expenditures. The principal item, however, in this case is $17,854 37 for printing, and

is an item not heretofore known in similar lists. With the amount of that item deducted, the contingent expenses would have been but $41,647 99. The same class of expenses in 1860 amounted to $60,296 01, without any extra charge for printing. It is but fair to claim that in the contingent expenses proper for 1861 there was a reduction of nearly $20,000 from those of the previous year.

It is charged, *sixthly*, that the expenses of the office were increased by making fifteen or more classes in the office instead of eleven, the former number.

I have not given the precise language, but the effect which was intended to be given in the reference in the pamphlet to the increase of the number of the classes. And I refer to what is said upon the subject as an instance of the palpable ignorance or gross perversion exhibited in relation to the affairs of the office. The only "classes" known in the office are those of the subjects of invention; such a classification being necessary to assist the draughtsman in the distribution of the drawings, and to facilitate the equal distribution of the work among the different examiners. Soon after entering upon the duties of my office I adopted, after full consultation in the office, a new classification, principally with a view of making it more scientific in its character. The number of the old classes was twenty-two instead of eleven. The number of new classes, under my system, is twenty-one instead of fifteen or more. The distribution of the work among the examiners is made without regard to the number of the classes. Some examiners have in charge a single class—others two or more, and others parts of a single class—the distribution of the work being changed from time to time, according as the number of applications under each class varies. The classification has, therefore, no relation whatever to the expenses of the office.

It is charged, in the *seventh* place, that I appointed one of my sons to a desk where the only duties were to receive models, &c., increasing the salary from $1,000 to $1,600, and at the same time allowing him an assistant at $600 per year; appointing another son to the place of chief messenger, with the view of enabling him to purloin money from the office.

Shortly after entering upon my office, I appointed one of my sons, whose business qualifications are sufficiently evinced by the position he now occupies—brigade commissary in the army of the Potomac—to a third class clerkship, the salary of which position is $1,600 per annum; and I assigned him to a position in the record-room, which had formerly been occupied by a clerk of the same class. There were then two clerks in the record-room, when I found it necessary to reduce the number of employés, and dismissed a clerk employed in the medel-room, where three clerks had formerly been employed, and assigned my son to that position, leaving but one clerk in the record-room. I assigned my son to that position because it was one of pecuniary responsibility—that clerk receiving large sums of money with the models which come by express. During the time that he was there not an instance ever came to my knowledge of a complaint of loss of money. This son some time since resigned and joined the

army, where I have two other sons, enduring the hardships and privations of the rank and file.

I have another son, who is chief messenger of the office, at a salary of $840 a year, and he is the only relative of mine who is holding office in Washington, notwithstanding the statement that I employ a "host of my own kindred." The position of chief messenger, it is true, is one of much pecuniary responsibility, and one which offers opportunities to a dishonest man. For that very reason, pecuniarily responsible myself, under the obligation of heavy bonds, indorsed by friends, for the conduct of the business affairs of the office, I felt it not only my right, but my duty to place in that responsible position a member of my family—one in whom I had reason for perfect confidence, and who would be constantly under my eye, and would be kept faithful to his trust by the sanction of filial duty. The committee are aware how signally all attempts have failed to impeach his honesty.

The *eighth* charge is that I allow my friends to be absent for months at a time and to draw their pay as if present.

There is but one case which furnishes the slightest foundation for this charge; and that is of an assistant examiner, who, at the written request of several members of Congress from New York, was permitted to absent himself from the office for two or three months, for the purpose of rallying troops to enlist in the State of New York. During his absence he made nearly one hundred speeches in various parts of the State, and I have the written assurance of Governor Morgan that his patriotism and eloquence were invaluable in rallying men around the flag of the Union. There is but *one* class of men which *could* speak one word of reproach against the Patent Office for my conduct in this matter.

The *ninth* charge is that about the 28th of November I established a new desk in the office for the purpose of corresponding with newspapers, members of Congress, &c.

The only answer I make to this charge is that it is without the slightest shadow or pretence of foundation.

The *tenth* charge is that I keep a carriage and horses for my private use, at the expense of the Patent Office.

I found a pair of horses and two carriages here when I came—the carriages belonging to the Patent Office, and the horses hired of the then messenger—one for the Patent Office, and the other for the agricultural division of the same. The same carriage is now used that was then, and the same price is paid for the hire of the horse. The horse and carriage is used almost every day by some one engaged in official duties, and is necessary to the prompt transaction of the business of the office.

The *eleventh* charge is that I employed Mr. D. Jay Browne, at a salary of $3,000 per annum, to visit Europe in quest of agricultural information.

The charge contains an imputation upon the character and capacity of Mr. Browne, which the many eminent scientific men in the country who know him will deem it wholly unnecessary for me to answer. I need not here refer to what was accomplished by Mr. Browne in

Europe, as I have already given a full report upon that subject to Congress in answer to a resolution of the House. It is sufficient for me to say, further, that Mr. Browne was appointed by me, not only from my personal knowledge of his ability, but upon the recommendation of many of the most distinguished members of the republican party and prominent citizens of Washington. The books of the office show that Mr. Browne received only $3,000, the allegation that he received $4,500 being wholly unfounded.

There are other minor matters connected with my official conduct discussed in the pamphlet referred to which I will glance at, not deeming a formal answer or refutation necessary. Reference is made to the claim of Henry F. Davis, and I am censured, on the one hand, for not paying the claim out of the surplus fund of the office, and, on the other, for urging the payment of the claim upon Congress. The House having passed the bill for its payment, I need offer no justification of my action in recommending it.

It is stated that I ask an appropriation of $87,520 04 for the Patent Office, when the office formerly was and should now be a self-sustaining institution. I have asked for no appropriation for the Patent Office. The estimates are for repairs and constructions in the Patent Office building, which have not for years been paid for out of the Patent Office fund.

It is also charged that two ladies have been employed by this office as copyists who are secessionists. The only evidence submitted to sustain this charge is the fact that their husbands have gone to the south, and that one of the ladies went there to see her husband, with the intention of returning, but has not done so. They were appointed without any reference to their political opinions or sympathies, and simply from their destitute and necessitous situation. No act of disloyalty on the part of either of them has ever been brought to my notice; nor do I believe they were ever guilty of any act prejudicial to the government.

Some other things have come up in the course of this investigation to which I desire briefly to refer.

D. A. Wells, of Troy, New York, prepared an article for the report of 1860, of some sixty pages. It was merely clippings and selections from agricultural papers, magazines, &c. It is said to have been prepared at the request of T. G. Clemson, a former superintendent of agriculture.

In Mr. Wells's letter accompanying the manuscript and clippings he says, under date of November 23, 1860:

"I am not altogether sure you will be satisfied with it; if not, you must feel yourself perfectly free *to put it aside*. There is more of it, too, than I think you could have anticipated, and, if accepted, you need not consider yourself bound by the terms of the compensation proposed, but you can *send me whatever you may think proper*."

The article was published in the report of 1860. This report was prepared and in the hands of the printer long before I came into office. I had no more to do with it than had either of the members of the committee. In a letter dated the 30th September, 1861, ad-

dressed to the superintendent of the agricultural department of the Patent Office, Mr. Wells says:

"The compensation agreed upon was $5 per printed page;" and again "my vouchers for the transaction are the official letters of the bureau," &c.

In reply to this Mr. Newton said, (see letter book, page 119:)

"I will say that upon the return of the Commissioner of Patents from Indiana, I will submit your letter to him, and report at once his decision in the case." Signed Isaac Newton.

On the 18th of October, 1861, Mr. Newton ordered the payment of $300 to Mr. Wells for the article referred to, without consulting me, and without my knowledge. When I learned that the payment had been made I sent for Mr. Newton, and inquired why he had paid so unjust a bill. He assured me that he had done it in accordance with a *positive* agreement between Mr. Clemson and Mr. Wells. I immediately inquired into the matter, by consulting the letter book, and then took the notes from which I now make this statement. For this, and several other acts of the kind, I instructed the disbursing clerk not to pay any further bills on the certificate of Mr. Newton.

An attempt has also been made by the prosecutor in this case to bring censure upon me because I permitted my son to use my official *frank*. Hundreds of thousands of packages of seeds had to be franked, thousands of volumes of reports had to bear the name of the Commissioner of Patents, or that of the chief clerk; and the daily correspondence of the office, as well as that of the agricultural division, had to be franked to insure free transmission through the mail. I found it utterly impossible, even with the assistance of the chief clerk, to write all the franks that were necessary. More important duties demanded my time, and to facilitate the business of the office I authorized my son to prepare franks by writing my name. He did it so long as it was necessary—the public were the more promptly accommodated, and no wrong was done to the government.

It is due to myself to say that when I came into office Dr. E. Locke was superintendent of the agricultural division, and during the time he remained he faithfully and honestly administered its affairs. He made all contracts for stationery, employed workmen, and certified to the disbursing clerk all bills due from the office. Mr. Newton took his place, and for a time was charged with the same responsibilities that Dr. Locke had had.

Much has been said about the amount of stationery used in the agricultural division during the fifteen months it was under my charge. An attempt has been made to compare it with the amount used since. It should be remembered that the large purchase of seeds made by Mr. Clemson did not arrive until late in the season, and were put up during the summer of 1861. This was entirely in addition to the regular purchase of 1861. I think I speak within the verge of truth in saying that there was double the amount of seeds put up during the time the division was under my charge than has ever been put up in the same length of time. This fact could have been established had the former superintendent of the seed room been placed upon the

stand as a witness. It should also be remembered that during that time at least 30,000 volumes of reports were put up, which required that number of sheets of heavy, thick, and expensive paper. But a very small number have been put up by the present department. Mr. David Brown assures me that every order for paper, twine, &c., made for the use of the seed room, was received, and faithfully used for legitimate purposes.

This investigation has brought to my knowledge the fact that my letter, dated the 28th of January, 1862, in reply to a resolution of the House, was not what it should have been—a correct statement of the condition of the agricultural fund. The statement is one which was furnished to me from the agricultural division, where, at the time, I had no doubt it could be correctly given; but I now find I was mistaken. The books of that division certainly ought to be capable of furnishing a correct statement, but I am informed that reliance has always been placed upon the books kept by the disbursing clerk of the Patent Office, and the attempt to keep accurate accounts in the division has been a failure. It was, of course, utterly impossible for the Commissioner to have more than a very general supervision of that branch of the office, the details of which were committed to the superintendent. Mr. Hilborn, one of the clerks, when called upon to testify, stated distinctly that the book from whence the statement was taken was considered as only a kind of *memorandum book*, and that it was kept only as such. I sent the statement to Congress without a shadow of doubt as to its correctness. In fact, that it could be incorrect never occurred to me until it was compared with *the* books of the office, which have proven in every instance to be reliable. No actual wrong was done, no money was lost, and I think the committee will be satisfied, from the evidence already elicited, that there was no disposition on my part to misrepresent the true state of the agricultural appropriation.

I have deemed it incumbent upon me to reply only to charges affecting my official conduct. To attempt a reply to merely personal assaults, such as imputations of hypocrisy in my advocacy of temperance, and of disgraceful collusions for the renting of a house, would be to place myself upon a level with my maligner. An experience of many years in political life has made me indifferent to slander as affecting myself alone. But holding a high official trust, I cannot be indifferent to attacks which weaken the faith in public honor and blot the fame of the thus far honored institution of which I am chief. As the Commissioner represents all the official conduct of the office, the corruption imputed to the head taints every limb and member of the body. If public confidence in the office is shaken, doubts arise as to the validity of every patent issued and every decision made under a suspected administration, and the value of millions of property is impaired. May I not, then, gentlemen of the committee, if in your judgment I shall have cleared myself from the aspersions upon my official conduct, demand from you such a decided vindication as shall restore the public confidence in this office, which I cannot but fear has been shaken by libels so assiduously circulated, and will give to

the country at least the assurance of honest purposes in its head. And if in the course of your investigation personal malignity, whether open or covert, has been revealed as prompting these accusations, that you will administer such a rebuke as may assist hereafter to save the public honor from being tarnished, and the public business arrested by petty private vindictiveness.

D. P. HOLLOWAY.

37TH CONGRESS, 3d Session. } HOUSE OF REPRESENTATIVES. { REPORT No. 49.

GOVERNMENT CONTRACTS.

MARCH 3, 1863.—Laid on the table and ordered to be printed.

Mr. FENTON, from the select committee to inquire into contracts of the government, made the following

REPORT.

The special committee of the House, appointed to inquire into all the facts and circumstances connected with contracts and agreements by or with the government growing out of its operations in suppressing the rebellion, submit the following final report:

Since the last report, submitted to the House on the 17th day of July, 1862, your committee have confined their labors principally to the investigation with which they were charged by the resolution of the House, of February 26, 1862, instructing said committee to "inquire into the amount of moneys received by the federal officers in the city of New York by virtue of their offices; also as to the ownership and rents of the bonded warehouses; also the terms, considerations, and profits of the labor contracts for the storing, hauling, and delivery, &c., of foreign goods in the city of New York; when made, by whom, and who are now interested in the same."

The labors of the committee have extended through a period of twenty months, and their reports and the testimony taken will cover nearly three thousand pages of printed matter. They have endeavored faithfully to discharge the important and onerous duties confided to them, and the result of their labors may be found in the many millions of dollars saved to the treasury through their investigations.

The disclosure of the transactions which brought reproach upon the western department in the summer and fall of 1861, brought upon your committee no small amount of obloquy and reproach from the parties implicated in the frauds which were exposed. A court-martial, constituted of distinguished officers of the regular army of high rank, was convened to try *Major Justus McKinstry*, quartermaster of the United States army, who was charged with corrupt practices as a public officer while acting in that department. The sixty-one specifications under the charge were nearly, if not quite, all based upon the testimony taken by your committee. After a trial of almost unprecedented length, in which the accused was allowed every latitude for his defence, he was found guilty, in whole or in part, on twenty-six specifications. He was convicted of the charge, and

promptly dismissed the service by the order of the President of the United States. The order of the War Department, embracing the charge and specifications and the orders thereon, is deemed of sufficient importance to be incorporated into this report, to the end that it may be shown that no guilty officer, however high his rank, or however skilled in fraudulent practices, can escape the proper punishment when brought to answer before an intelligent and incorruptible tribunal, mindful alike of the honor of the service and the imperative demands of public justice.

Though the committee was composed of gentlemen of both political parties, and their examinations have involved persons of every political faith, it affords them great pleasure to say that, among those members of the committee who have participated in its labors, there has never been any disagreement touching the questions which have arisen before them, or in regard to the conclusions to which they have arrived.

Your committee devoted much time to the subject of the resolution of February 26, 1862, in regard to the amount of moneys received by the federal officers in the city of New York by virtue of their offices, &c., above referred to.

In order to facilitate this investigation, the committee met in the city of New York and examined many witnesses upon the various matters mentioned in the resolution. The persons examined have been those who would be likely to afford the most specific, direct, and reliable information upon the subjects inquired about. A pretty large amount of testimony has been taken, which is herewith submitted, and which the committee desire may be regarded and treated as a part of their report. The matters examined into embrace a wide and varied range of topics. Much of the information from the witnesses is valuable, and affords important explanations of the practical workings of the revenue system at the central point where a very large proportion of the duties on imports is and has long been collected.

Though there is a large amount of testimony, yet it is generally relevant to the points of inquiry; is unusually explicit in its character; and much of it is condensed into forms convenient to a clear understanding of the subject-matter. For this reason the committee have not deemed it necessary to go into any extended analysis of it, but, after briefly referring to the several topics embraced in the resolution, have concluded to present it to the House without extended comments of their own.

1. *As to the amount of moneys received by the federal officers in the city of New York.*

As to moneys received by these officers in the shape of salaries, fees, perquisites, and commissions, the proof shows that, in some cases, they are large—too large, in the opinion of the committee. In respect to those officers whose emoluments are increased by sharing in the proceeds of fines, penalties, and forfeitures incurred by violations of the revenue laws and matters of the like character, the annual aggregates received by them, in some instances, are large, as will be seen by consulting the testimony on those points where the sums are specifi-

cally set forth. The committee approve of the general principle upon which the laws regulating this subject are based; and while, as has already been said, they are of the opinion that in some cases these aggregates are too large, yet they might find it difficult to determine to what extent, and in what mode, the amounts could be reduced, without at the same time withdrawing a portion of that stimulus which, according to the recognized motives of human action and the established usages of all commercial nations, has been found necessary to impel even the most conscientious officials to extraordinary vigilance in the detection of frauds and the punishment of crimes.

At all events, inasmuch as the resolution of the House does not require the committee to propose any alterations in existing laws on this subject, they will refrain from troubling the House with any specific suggestions in regard to it. Before they could do so intelligently, they must open new fields of inquiry, and more thoroughly explore those into which they have found time to enter. They therefore submit the testimony on this branch of the subject to the careful consideration of the House.

2. *As to the ownership and rents of the bonded warehouses at the city of New York.*

Upon this branch of the inquiry the committee would refer to the testimony of Hamilton Bunce, deputy collector of the port of New York, on the 9th of September, 1862, and also to the testimony of Mr. Barney, collector of the port, taken on the 10th of September, 1862, and on the 10th of January, 1863. Their explanations satisfied the committee that there were no serious objections to the course of business at New York, so far as concerns this class of warehouses. They seem to be convenient and necessary to facilitate commerce in a large city. They have long existed, and have been a part of the machinery of the revenue system. They are not a monopoly. The testimony shows that any person in the city of New York, on application to the collector for authority to have any suitable building belonging to him designated as a bonded warehouse, can, on giving sufficient bonds, be accommodoted. The warehouses of this class are numerous. The price of storage therein is regulated by the Chamber of Commerce. And the committee are of the opinion that the amount of profits to the owners arising from this source is not large.

3. *As to the remaining branch of the resolution concerning the terms, consideration, and profits of the labor contract for the storing, hauling, and delivery of foreign goods, &c.*

The labor contract referred to had reference to a contract for the hauling of sample goods from the ships and docks to the appraisers' stores for the purpose of being examined by the United States appraisers; for the unpacking of the boxes, cases, &c., in which the goods were contained, and for the repacking and return of the same to the owners after appraisal.

This contract was made by Mr. Secretary Cobb with certain parties in New York, September 5, 1859. It was to continue in force for three years. Previous to this time labor had been performed by

the government itself through its employés, and not by contract. It was alleged that many abuses and much favoritism had been practiced under the old system. And, though the contract price agreed upon by Mr. Cobb was a large one, the new system was then deemed an improvement and reform upon the old one. Inasmuch as it is proverbially true that private individuals can generally perform the same amount of work cheaper than government can, it is not strange that these contractors should make pretty large profits under their contracts. But the committee regret that such enormous profits should have grown out of this change of system.

This contract continued in force until it expired by its own limitation, viz: September 5, 1862. On the 11th of May, 1861, this contract (for what remained unexpired of the three years,) was assigned to other parties, and the labor was performed under it by these assignees till it expired. The evidence shows that large profits were made under it by the assignees, as had theretofore been the case by the assignees. The committee are not aware that any serious fault was found with the manner in which the mere labor was done under the contract. But some abuses had grown up under it. And it was believed that this labor could be performed by the government for a sum less than was paid by the terms of this contract, and that economy demanded a return to the old system with such modifications and reforms as experience had suggested.

Consequently the contract of 1859 was allowed to expire, and a new one was not made. This important and expensive branch of the revenue business at New York is now restored to the special control of the collector of the port. Mr. Barney, in his testimony, estimates that this labor can be performed at an annual saving to the government of $37,000 compared with the prices paid by virtue of the contract of 1859. Experience will prove whether this estimate is correct.

The committee would refer the House to the testimony on all the points above suggested.

Finally, in regard to the general course of business in those departments of the public service in New York city, into which the committee were directed to make inquiry, they would say, in conclusion, that there are more or less abuses of the administration of a system so vast and varied as that under consideration. Some of these abuses are probably incidental to the working of our complicated revenue laws and regulations at the principal port of entry and departure in this country, and which we are proud to call one of the great marts of the world. Some abuses have probably crept in by lapse of time, by cupidity on the part of officials, and occasional lack of vigilance. But the committee deem it but just to add, in this connexion, that there was no proof before them tending to show that these abuses were more numerous now than they have been heretofore.

E. B. WASHBURNE, *Chairman.*
R. E. FENTON.
WM. S. HOLMAN.
H. L. DAWES.
W. G. STEELE.

The following is a copy of the general order of the War Department referred to in this report:

GENERAL ORDERS No. 43.

WAR DEPARTMENT, ADJUTANT GENERAL'S OFFICE,
Washington, February 13, 1863.

I. Before a general court-martial, which convened in the city of Saint Louis, Missouri, September 24, 1862, pursuant to Special Orders No. 239, dated head quarters of the army, September 13, 1862, and Special Orders No. 260, dated September 25, 1862, and of which Brigadier General P. St. George Cooke, United States army, is president, was arraigned and tried Major Justus McKinstry, quartermaster, United States army.

Charge.—"Neglect and violation of duty to the prejudice of good order and military discipline."

Specification 1.—"In this: that he, Major Justus McKinstry, quartermaster, at St. Louis, Missouri, in the department of the west, when one Peter Wiles, of Saint Louis, had furnished to his department a number of horses fit and proper for the service, at about the price of one hundred dollars each, and was able and willing to furnish other like horses at the same cost, and offered to do so, refused to purchase said horses, unless at a reduced price, and broke off his dealing with said Wiles, while he, said McKinstry, was purchasing from other persons—viz: Charles M. Elleard, B. F. Fox, Almon Thomson, F. J. Flannegon, James B. Neill, and others—horses no better, at the prices of one hundred and nineteen dollars and one hundred and fifty dollars each, to the gross waste and squandering of the public funds, and with the intent to throw the business into the hands of the dealers to whom he was paying the higher prices. This at Saint Louis, Missouri, on or about the tenth day of August, eighteen hundred and sixty-one."

Specification 2.—"In this: that he, Major Justus McKinstry, quartermaster, Saint Louis, Missouri, knowing that by allowing to one Peter Wiles, of the city of Saint Louis, a commission of five per cent. on the purchase price of the horses, he could procure a large number of horses fit and proper for the service, and at a cost not exceeding one hundred dollars each, did not and would not purchase said horses, while, about the same time, he purchased other horses no better and at higher prices, to net one hundred and nineteen dollars each and one hundred and fifty dollars each, from other persons, to wit: Charles M. Elleard, James B. Neill, F. J. Flannegon, Ansyl Philips, and others, with intent to favor the purchasers at higher prices, and to the gross waste and squandering of the public funds. This at Saint Louis, about the tenth day of August, eighteen hundred and sixty-one."

Specification 3.—"In this: that he, Major Justus McKinstry, quartermaster as aforesaid, at Saint Louis, Missouri, when one Frederick M. Colburn, of the city of Saint Louis, had furnished to his department a number of cavalry horses fit and proper for the service, at the price of one hundred and eight dollars each, and was able and willing to furnish other like horses at the same cost, and offered to do so, refused and failed to inspect or receive said Colburn's horses, and by neglecting to attend to said Colburn when he offered his horses, by refusing to grant him inspection, and by annoying said Colburn with delays and expenses, in keeping and feeding his horses without inspection, broke off his dealings with said Colburn, while he, Major McKinstry, quartermaster as aforesaid, was purchasing other horses no better than Colburn's from other persons, viz: James B. Neill, Almon Thomson, Charles M. Elleard, and F. J. Flannegon, at the price of one hundred and nineteen dollars each, to the waste and squandering of the public funds, and with intent to throw the business into the hands of the dealers to whom he was paying the higher prices. This

about August twenty-second, eighteen hundred and sixty-one, at Saint Louis, Missouri."

Specification 4.—"In this: that he, Major Justus McKinstry, quartermaster aforesaid, at Saint Louis, Missouri, having contracted with one Oliver Lippencott to purchase from him, Lippencott, twelve mules at the price of ninety dollars each, and said Lippencott having brought said mules to the quartermaster's office for delivery, failed and refused to have said mules inspected or considered under said contract, but sent one Ansyl Philips, from whom he, said McKinstry, was purchasing mules at one hundred and nineteen dollars each, to purchase the said mules from Lippencott; and when said Philips had purchased of said Lippencott seven of said mules at the price of seventy-five dollars each, he, said McKinstry, purchased the same seven mules from said Philips at a higher price, to wit, one hundred and nineteen dollars each, to the gross waste and squandering of the public funds, and with intent to favor the said Philips as a dealer. This about the eighth day of August, eighteen hundred and sixty-one, at Saint Louis, Missouri."

Specification 5.—"In this: that he, Major Justus McKinstry, quartermaster at Saint Louis, when one Oliver Lippencott offered to sell him five mules at ninety dollars each, failed and refused to purchase said mules from Lippencott; and when said Lippencott had sold said mules to a government contractor, whose name is unknown, he, said Major McKinstry, purchased the same five mules from said contractor at the price of one hundred and nineteen dollars each, with intent to favor such contractor, and to the gross waste and squandering of the public funds. This about the twentieth day of August, eighteen hundred and sixty-one."

Specification 6.—"In this: that he, Major Justus McKinstry, quartermaster aforesaid, when one John H. Morse, of Jefferson county, Missouri, went to him at his office in Saint Louis, Missouri, and offered to sell him a large number of mules fit and proper for the service, and inquired if he was going to purchase any more mules, falsely stated to said Morse that the government was not in need of any more, which statement he, said McKinstry, knew to be false, thereby intending to compel said Morse to sell his mules to others, from whom he, McKinstry, was then purchasing these animals at exorbitant rates above the market value. This at Saint Louis, about the first day of August, eighteen hundred and sixty-one."

Specification 7.—"In this: that he, Major Justus McKinstry, quartermaster as aforesaid, having need, on or about the tenth day of August, eighteen hundred and sixty-one, to purchase for his department a large number of cavalry horses, did not and would not purchase them in the market nor for the market value; but authorized one Charles M. Elleard, of Saint Louis, without any advertisement for proposals, to furnish the same to him at one hundred and nineteen dollars each; and between that day and the twentieth day of September, in the same year, said Elleard had sold to said McKinstry, quartermaster as aforesaid, about one thousand eight hundred cavalry horses, the market value of which was about ninety dollars only, each, on the average; he, said Major McKinstry, thereby then and there prostituting his office of quartermaster, with intent to secure to said Elleard, and others in collusion with him, large gains, to the squandering and waste of the public funds and the disgrace of the service."

Specification 8.—"In this: that he, Major Justus McKinstry, quartermaster as aforesaid, on or about the tenth day of August, eighteen hundred and sixty-one, having need to purchase a number of artillery horses for his department at Saint Louis, Missouri, did not and would not purchase them in the market nor for the market value; but, without any advertisement for proposals, authorized one Charles M. Elleard, of Saint Louis, to furnish the same to him at one hundred and fifty dollars each; and between that day and the twentieth day of September, in the same year, said Elleard sold to said McKinstry, quartermaster

as aforesaid, about three hundred artillery horses for one hundred and fifty dollars each, the market value of which, on the average, was about one hundred and ten dollars only, each; he, said Major Justus McKinstry, thereby then and there prostituting his office as quartermaster, with intent to secure to said Elleard, and others in collusion with him, large gains, to the waste and squandering of the public funds and to the disgrace of the service."

Specification 9.—"In this: that he, Major Justus McKinstry, quartermaster as aforesaid, on or about the first day of August, eighteen hundred and sixty-one, at Saint Louis, Missouri, having need to purchase for his department a large number of cavalry horses and mules, did not and would not purchase the same in the market nor for the market value; but, without any advertisement for proposals, authorized one James B. Neill to furnish the same at one hundred and nineteen dollars each; and on that day, and divers days between that day and the first day of October in the same year, said Neill had sold to said Major McKinstry, quartermaster as aforesaid, about one thousand cavalry horses and mules for one hundred and nineteen dollars each, the market value of which was about eighty dollars each; he, the said Major Justus McKinstry, quartermaster, thereby then and there prostituting his office, with intent to secure to said Neill, and others in collusion with him, large gains, to the waste and misapplication of the public funds and the disgrace of the service."

Specification 10.—"In this: that he, Major Justus McKinstry, quartermaster as aforesaid, on or about the first day of August, eighteen hundred and sixty-one, having need to purchase a large number of artillery horses for his department, did not and would not purchase the same in the market nor for the market value; but, without any advertisement for proposals, at Saint Louis, Missouri, authorized one James B. Neill, of Saint Louis, to furnish the same to him at one hundred and fifty dollars each; and between that day and the sixth day of October, eighteen hundred and sixty-one, said Neill sold to said Major McKinstry, quartermaster as aforesaid, about three hundred artillery horses at the price of one hundred and fifty dollars each, the market value of which was about one hundred and ten dollars each, on the average; he, said Major McKinstry, thereby then and there prostituting his office, with intent to secure to said Neill, and others in collusion with him, large gains, to the misapplication and waste of the public funds and the disgrace of the service."

Specification 11.—"In this: that he, Major Justus McKinstry, quartermaster at Saint Louis, on or about the twelfth day of September, eighteen hundred and sixty-one, having need to purchase a large number of mules for his department, did not and would not purchase the same in the market nor for the market price; but, at Saint Louis, Missouri, without any advertisement for proposals, authorized one Leonidas Haskell, of Saint Louis, late of California, to furnish the same to him at the price of one hundred and nineteen dollars each; and between that day and the twenty-seventh day of September, in the same year, said Haskell sold to Major Justus McKinstry, quartermaster, about four thousand mules at one hundred and nineteen dollars each, the market value of which was about one hundred dollars each, on the average; he, said Major Justus McKinstry, thereby then and there prostituting his office as quartermaster, with intent to secure to said Haskell large gains, to the waste and misapplication of the public funds and to the disgrace of the service."

Specification 12.—"In this: that he, Major Justus McKinstry, at Saint Louis, Missouri, about the twentieth day of August, eighteen hundred and sixty-one, having need to purchase artillery and cavalry horses for the use of his department, did not and would not purchase the same in the market nor for the market value; but, without any advertisement for proposals, authorized one F. J. Flannegon, of Saint Louis county, to furnish the same to him; that is to say, artillery horses for one hundred and nineteen dollars each, and cavalry horses for one hundred and eighteen dollars each; and in the residue of said month o

August, and in the month of September, eighteen hundred and sixty-one, said Flannegon delivered under said authority about two hundred artillery horses at the price of one hundred and nineteen dollars each, the market value of which was only about ninety dollars each; he, said Major Justus McKinstry, quartermaster as aforesaid, thereby intending to secure to said Flannegon large gains, to the waste and squandering of the public funds."

Specification 13.—"In this: that he, Major Justus McKinstry, on or about the twentieth day of August, eighteen hundred and sixty-one, having need to purchase a large number of artillery horses and cavalry horses for his department, did not and would not purchase the same in the market nor for the market value; but, without any advertisement for proposals, authorized one Benjamin F. Fox, of Springfield, Illinois, to furnish the same to him at one hundred and nineteen dollars each for cavalry horses, and one hundred and fifty dollars each for artillery horses; and between that day and the first day of October, in the same year, said Fox sold to said Major Justus McKinstry about five hundred cavalry horses for one hundred and nineteen dollars each, the market value of which was about ninety dollars each, and about two hundred artillery horses, the market value of which was about one hundred dollars each; he, the said Major Justus McKinstry, thereby then and there prostituting his office of quartermaster, with intent to secure large gains to said Fox, to the waste and squandering of the public funds and the disgrace of the service."

Specification 14.—"In this: that he, Major Justus McKinstry, quartermaster aforesaid, having, about the 20th August, 1861, at St. Louis, Mo., contracted with one Benjamin F. Fox, of Illinois, to furnish him, as quartermaster, a number of artillery horses for the price of one hundred and twenty-five dollars each, afterwards, when said Fox was performing his contract and was about to deliver a portion of the horses at that price, afterwards, about the 12th of September, 1861, out of mere favor to said Fox, and without any other consideration, agreed with said Fox to pay him one hundred and fifty dollars each for the same horses which said Fox had contracted to furnish at one hundred and twenty-five dollars each, and did receive from said Fox said horses accordingly, at the price of one hundred and fifty dollars each."

Specification 15.—"In this: that he, Major Justus McKinstry, quartermaster as aforesaid, having authorized, as aforesaid, James B. Neill to furnish to his department cavalry horses for one hundred and nineteen dollars each, and artillery horses for one hundred and fifty dollars each, did suffer and permit said Neill to inspect, receive, and brand his own horses so sold to him, said McKinstry. This at St. Louis, on the eighteenth, nineteenth, and twentieth days of September, 1861, to the gross neglect and disregard of the interests of the service."

Specification 16.—"In this: that he, Major Justus McKinstry, quartermaster, having authorized James B. Neill, as aforesaid, to furnish him artillery horses and cavalry horses as aforesaid, did suffer and permit said Neill to receive and brand horses as cavalry horses, furnished by himself as cavalry horses, at one hundred and nineteen dollars each, and afterwards to brand the same as artillery horses, and did receive the same from said Neill as artillery horses, at the price of one hundred and fifty dollars each. This at St. Louis, about the 10th of September, 1861."

Specification 17.—"That on or about the —— day of ———, 1861, when one Almon Thompson offered to sell to him, Major Justus McKinstry, quartermaster aforesaid, a number of mules, about seventy, fit and proper for the service, and when said mules were greatly needed in the service, he said McKinstry, did not or would not purchase said mules, nor cause the same to be inspected for a long time, nor until said Thompson paid one James B. Neill fifty dollars to have his mules purchased, and then said McKinstry had said mules inspected, and purchased the same; he, said McKinstry, thereby then and there prostituted his office, with intent to favor the said James B. Neill."

Specification 18.—"In this: that he, Major Justus McKinstry, quartermaster as aforesaid, when one James Everett, of Saint Louis, Missouri, about the 28th August, 1861, offered to sell him a large number of horses fit and proper for the service, some of them as cavalry and some of them as artillery horses, and would have sold them to him at about one hundred dollars each all round, refused and neglected to purchase said horses, or inspect the same, and did not and would not inspect the same till said Everett was compelled to sell his horses to Charles M. Elleard and F. J. Flannegon and others, to whom said Major McKinstry was paying higher prices for said horses; and when said Everett had so disposed of the horses, he, Major Justus McKinstry, purchased the same horses from Elleard and Flannegon and others, at one hundred and nineteen dollers each for cavalry, and one hundred and fifty dollars each for artillery horses, to the waste and squandering of the public funds; he, said McKinstry, thereby then and there intending to compel said Everett to turn his horses over to said Elleard and Flannegon and others, contractors at higher prices, and to enable them to make large gains above the market value of said animals. This at Saint Louis, on or about September 6, 1861."

Specification 19.—"In this: that he, Major Justus McKinstry, quartermaster, at St. Louis, when one John Allen, of St. Louis, was able and willing to sell him a large number of mules and cavalry and artillery horses fit and proper for the service, and offered to do so, the cavalry and artillery horses at about one hundred and five dollars each, and the mules at about one hundred and nine dollars each, failed, neglected, and refused to inspect or purchase said animals, until said Allen had been compelled to sell them to contractors, to whom he, McKinstry, was paying higher prices, to wit: one hundred and nineteen dollars each for mules and cavalry horses, and one hundred and fifty dollars each for artillery horses; that is to say, to B. F. Fox, of Illinois, Charles M. Elleard, Leonidas Haskell, James B. Neill, of St. Louis, and F. J. Flannegon and others; and when said Allen had so sold his animals, he, said McKinstry, did purchase the same animals from said contractors for the prices last mentioned, thereby prostituting his office as quartermaster, with intent to secure large gains above the market value to said Elleard, Flannegon, Haskell, Fox, and others, to the waste and squandering of the public funds. This about the 20th September, 1861, at St. Louis, Missouri."

Specification 20.—"In this: that he, Major Justus McKinstry, quartermaster as aforesaid, when one Josephus Irvine, of Pike county, Missouri, was able and willing, and offered to sell to him a large number of horses and mules fit and proper for the service, at one hundred and ten dollars each, and to enter into bonds to comply therewith, he, said Major McKinstry, falsely stated to said Irvine that government did not want any more stock, and did not and would not purchase from said Irvine, notwithstanding he, said Major Justus McKinstry, quartermaster aforesaid, was, at the same time, purchasing horses and mules no better than said Irvine's from other persons—that is to say, F. J. Flannegon, James B. Neill, B. F. Fox, Charles M. Elleard, and others—for one hundred and nineteen dollars, thereby then and there intending to compel said Irvine to sell his mules to persons to whom he was paying higher prices, to the waste and misapplication of the public funds. This on or about the twentieth September, 1861."

Specification 21.—"In this: that he, Major Justus McKinstry, quartermaster aforesaid, when one Robert P. Coffey, of the city of St. Louis, was desirous of selling to government a large number of mules fit and proper for the service, at one hundred and eight dollars each, and offered them to said Major McKinstry, he, said McKinstry, failed and refused to purchase the same until said Coffey had been compelled to sell them to one Captain Leonidas Haskell, at one hundred and eight dollars each, in Missouri Bank paper, after which he, said Major McKinstry, purchased the same mules from said Haskell at the price of one

hundred and nineteen dollars each, with intent to secure to said Haskell large gains above the market value of said animals, and to the waste and squandering of the public funds and the disgrace of the service."

Specification 22.—"In this: that he, Major Justus McKinstry, having purchased of one Robert W. Peay, of the city of St. Louis, two hundred and ninety mules for the service, at the price of one hundred and ten dollars each, on or about the 20th day of September. 1861, afterwards issued to one James B. Neill, of the city of St. Louis, a voucher for the same mules as if sold to the United States by said Neill. Said voucher is in the words and figures following, to wit:

'No. 12.

'*The United States to James B. Neill, Dr.*

'1861.

'August 16,	40 mules,	at $119	$39, 984 00
" 17,	6 "		
" 20,	263 "		
" 21,	27 "		

'I certify that the above is correct and just, and that the articles have been accounted for on my property return for the quarter ending on the 30th of September, 1861.

'J. McKINSTRY,
'*Major and Senior Quartermaster.*

'Received at ———, the —— of ———, 186—, of ——— ———, quartermaster, United States army, the sum of thirty thousand nine hundred and eighty-four dollars and ——— cents, in full of the above account.

('Signed in duplicate.)

'JAMES B. NEILL.'

"The charge for two hundred and sixty-three mules, under date of 20th, and of twenty-seven mules, under date 21st, in said voucher, being the same mules sold by said Peay to said Major McKinstry, which said voucher was and is false; in this, that said two hundred and ninety mules were not sold to said McKinstry by said Neill at all, but were sold by Robert W. Peay to said McKinstry, quartermaster as aforesaid, for one hundred and ten dollars each, and not for one hundred and nineteen dollars each, as stated in the voucher; he, said Major Justus McKinstry, thereby intending to secure to said Neill, or others in collusion with him, large gains by means of said false voucher, to the waste and squandering of the public funds and the disgrace of the service."

Specification 23.—"In this: that he, Major Justus McKinstry, quartermaster aforesaid, when, about the first day of September, 1861, one Robert W. Peay, of St. Louis, was able and willing to furnish to his department about eight hundred mules, during the residue of said month, for about the sum of one hundred and eight dollars each, in Missouri Bank paper, and offered to contract with him to furnish said mules of quality fit and proper for the service, failed, neglected, and refused to entertain the proposition of said Peay, and told said Peay the government did not want any more mules then; but afterwards, when said Peay had sold his mules to one Leonidas Haskell, from whom he, Major Justus McKinstry, quartermaster aforesaid, was purchasing mules at one hundred and nineteen dollars each, and said Haskell had purchased said Peay's mules for one hundred and eight dollars each in said Missouri Bank paper, he, said Major McKinstry, purchased the same mules from said Haskell as fast as said Peay turned them over to Haskell, he, said McKinstry, taking every one from said Haskell at one hundred and nineteen dollars each, to the number of about eight hundred. This on the first day of September, and on divers days between

that and the seventh day of October, 1861, at St. Louis, Mo.; he, said Major McKinstry, intending thereby to secure large gains to said Haskell above the market value of said animals, to the wastage of the public funds."

Specification 24.—"In this: that he, Major McKinstry, quartermaster aforesaid, on the first day of July, 1861, and on divers days between that and the sixth day of October, in the same year, as quartermaster aforesaid, did purchase, altogether, a large number of horses for the service—to wit: about fifteen hundred—at rates of about one hundred and fifty dollars for artillery, and one hundred and nineteen dollars for cavalry per head, which were unfit for the service, and almost worthless, from being too young or too old, blind, weak-eyed, damaged, worn out, or diseased; he, said Major Justus McKinstry, acting in that behalf in gross carelessness and disregard of the interests of the service, to the misapplication and wasting of the public funds."

Specification 25.—"In this: that he, Major Justus McKinstry, quartermaster aforesaid, did, on the first day of July, 1861, and on divers days between that day and the sixth October, in the same year, at St. Louis, Mo., did purchase for his department a large number of mules at one hundred and nineteen dollars each—viz: altogether about one thousand mules—which were unfit for the service, and almost worthless, from being too old or too young, blind, weak-eyed, damaged, worn out, or diseased; he, said Major McKinstry, acting in that behalf in gross carelessness and disregard of the interest of the service, to the waste and squandering of the public funds."

Specification 26.—"In this: that he, Major Justus McKinstry, quartermaster aforesaid, having, on or about the tenth day of August, 1861, authorized one Charles M. Elleard, without any previous advertisement for proposals, to furnish to his department a large number of artillery and cavalry horses, at the price of one hundred and fifty dollars for artillery horses, and one hundred and nineteen dollars for cavalry horses, said prices being exorbitant and above the market values, and said contract being worth about the sum of forty thousand dollars to said Elleard, he, said Major Justus McKinstry, in consideration of granting such a favor to said Elleard, undertook to appropriate a portion of said profits; that is, he, said Major McKinstry, required said Elleard to allow one P. Brady, of Detroit, Michigan, to share with him equally said profits; and though said Elleard did not want said Brady as a partner, and said Brady was of no use to said Elleard, yet, in consideration of securing the favor of said Major McKinstry, as quartermaster and contracting agent of the government, and for no other consideration, he, said Elleard, consented, at McKinstry's demand, to allow said Brady to receive twenty thousand dollars, or thereabout, of said profits; he, said McKinstry, thereby prostituting his office to secure for said Brady, and others in collusion with him, said amount of money, to the disgrace of the service."

Specification 27.—"In this: that one Alfred B. Ogden, being architect for Benton barracks, with authority from Major Justus McKinstry to let out the roofing of said barracks, and said Ogden having stipulated for and received from one Henry Clapp, of St. Louis, a written order, substantially as follows: 'Major McKinstry: Please pay to the bearer, P. L. Bierce, the sum of $700, against contract for materials furnished August 14, 1861. (Signed) Henry Clapp,' as a bribe to him, said Ogden, for accepting the bid of said Clapp, and securing to him, said Clapp, the job of roofing, and said Ogden, notwithstanding his receiving said order as a consideration for giving the job to Clapp, having failed to do so, and said Clapp having spoken of the said facts, which came to the knowledge of Major Justus McKinstry, quartermaster aforesaid, he, said McKinstry, on the twenty-third day of August, eighteen hundred and sixty-one, at St. Louis, Missouri, caused said Clapp to come before him as provost marshal of St. Louis, and the said McKinstry did then and there, by cursing and abusing said Clapp, by denouncing him as a 'liar' and a 'disunionist,' by threatening

'to imprison' him, said Clapp, and 'feed him on bread and water,' and by ordering a file of soldiers, whom he paraded before said Clapp, to seize and take him away, greatly terrify and frighten said Clapp, and by means thereof did force and compel him to sign and swear to the following statement:

'ST. LOUIS, *August* 23, 1861.

'Having charged Mr. Ogden, the architect of the government, with fraud in the management of the business intrusted to him by the quartermaster, I hereby revoke said charge and relieve him from the same. I hereby swear and declare that I am a good loyal citizen of the United States, and will do all that is in my power to uphold and protect the same; that I will not, directly or indirectly, give aid or information to the enemy in any manner or form.

'HENRY CLAPP.

'Sworn to and subscribed in presence of S. B. Brady and S. B. Lowe.'

All that portion of said statement relating *to revoking the charge of fraud and relieving said Ogden therefrom being false entirely*, and being extorted from said Clapp against his free will and consent, by the means aforesaid, employed by said Major J. McKinstry, to the great oppression of said Henry Clapp and to the deep disgrace of the service."

Specification 28.—"In this: that he, Major Justus McKinstry, quartermaster, when one Alexander Largue, of the city of St. Louis, on or about September 10, 1861, offered to sell to him a lot of covered canteens, 4,000 in number, fit and proper for the service, for 36½ cents each, and offered to contract to deliver to him a very large quantity of such canteens for the same price, to be delivered to suit the convenience of said Quartermaster McKinstry, failed and refused to purchase the same or contract with said Largue in that behalf, but referred him to one S. B. Brady, of Detroit, Michigan, who then and there purchased the same 4,000 canteens from Largue at 36½ cents each, and afterwards sold them to the quartermaster's department at St. Louis, Missouri, through Captain W. G. Rankin, a junior quartermaster, for 44 cents each, who issued to said Brady a voucher, which, so far as relates to said canteens, is in the words and figures following, to wit:

'*United States to S. P. Brady.*

'1861.

'October 4.—For 4,000 canteens, 44 cents..... $1,760 00

'I certify that the above account is correct and just, and that the articles have been accounted for on my property return for the quarter ending on the 31st December, 1861.

'W. G. RANKIN,
'*Captain 13th Infantry.*'

That he, said McKinstry, did suffer and permit said Brady so to purchase and sell said canteens, to the gross neglect and disregard of the interest of the service, and with intent to secure to said Brady a speculation on the same."

Specification 29.—"In this: that he, Major Justus McKinstry, quartermaster aforesaid, on or about the nineteenth day of August, 1861, having need to purchase for his department a large number of common tents, did not and would not suffer one Henry Martin, of the city of St. Louis, to sell them to him at the market value; but when said Martin wrote him a note, offering to furnish him a large number, referred said Martin to one Joseph S. Pease, who charged said Martin a commission of five per cent. on the value of all the tents he, said Martin, sold to him, Pease; and when said Pease had in this way purchased the tents from Martin, he, Major McKinstry, quartermaster aforesaid, purchased the same tents from Pease at a price which enabled said Pease to make said com-

mission clear; he, said Major McKinstry, thereby prostituting his office, with intent to secure to said Pease said commission from said Martin, to the oppression of said Martin and to the disgrace of the service."

Specification 30.—"In this: that on or about the first day of August, 1861, he, said Major Justus McKinstry, quartermaster aforesaid, gave to one Joseph S. Pease the control of the business of purchasing tents for his department in the city of St. Louis, in so far as to enable said Pease to compel tent-makers to pay him, Pease, a commission in order to sell their tents; and when one Horace Hallon had paid to said Pease a commission of five per cent. on a large number of tents which he sold Pease, he, said Major J. McKinstry, purchased the same tents from said Pease at a price which enabled said Pease to make said commission clear; he, said Major Justus McKinstry, thereby prostituting his office, with intent to compel said Holton to pay such commission to said Pease, to the great oppression of said Holton and to the disgrace of the service."

Specification 31.—"In this: that he, Major Justus McKinstry, quartermaster aforesaid, on or about the first day of August, 1861, gave to one Joseph S. Pease control of the business of purchasing tents for his department in the city of St. Louis, in so far as to enable said Pease a commission in order to sell their tents; and when John G. Dodge, of said city, had so paid to said Pease a commission of two and a half per cent. on a large number of tents he sold him, he, said Major McKinstry, quartermaster aforesaid, purchased the same tents from Pease at a price which left said Pease to retain said commission, thereby prostituting his office, with intent to secure said commission to Pease, to the oppression of the said Dodge."

Specification 32.—"In this: that he, Major Justus McKinstry, quartermaster aforesaid, on or about the first day of August, 1861, gave to one Joseph S. Pease control of the business of purchasing tents for his department in the city of St. Louis, in so far as to enable said Pease to compel tent makers to pay him, Pease, a commission in order to sell their tents; and when James Sanders, of said city, had so paid to said Pease a commission of five per cent. on a large number of tents he sold him, he, said Major McKinstry, quartermaster aforesaid, purchased the same tents from Pease at a price which left said Pease to retain said commission, thereby prostituting his office, with intent to secure said commission to Pease, to the oppression of said Sanders."

Specification 33.—"In this: that he, Major Justus McKinstry, quartermaster aforesaid, on or about the first day of August, 1861, gave to one Joseph S. Pease control of the business of purchasing tents for his department in the city of St. Louis, in so far as to enable said Pease to compel tent-makers to pay him, Pease, a commission in order to sell their tents; and when Malcolm McQuaig, of said city, had so paid to said Pease a commission of —— per cent. on a large number of tents he sold him, he, said Major McKinstry, quartermaster aforesaid, purchased the same tents from Pease at a price which left said Pease to retain said commission, thereby prostituting his office, with intent to secure said commission to Pease, to the oppression of the said McQuaig."

Specification 34.—"In this: that he, Major Justus McKinstry, quartermaster as aforesaid, having need, on or about the first day of August, 1861, to purchase tents for his department, did not and would not purchase the same in the market nor for the market value, but authorized one Joseph S. Pease, a relative by marriage, to furnish the same for him; and when one Clemens & Co., tent-makers, of the city of St. Louis, had sold to said Pease a lot of one hundred tents for twenty-two dollars each, he, Major McKinstry, purchased from said Pease the same tents for thirty dollars each, he, said McKinstry, thereby then and there intending to secure to said Pease, and others in collusion with him, large gains, to the waste and squandering of the public funds."

Specification 35.—"In this: that he, Major J. McKinstry, on or about the 1st day of August, 1861, having need to purchase for his department a large

number of tents, did not and would not purchase the same in the market nor for the market value, but authorized one Joseph S. Pease to furnish the same to him; and when said Pease in this way had purchased from John G. Dodge a number of tents at the same price for which said Dodge would have sold them to said Major McKinstry, quartermaster as aforesaid, he, said McKinstry, purchased the same tents from said Pease at a large advance on the price which said Pease had paid to Dodge. This on the 1st day of August, 1861, and on divers days between that day and the sixth day of October, 1861, at St. Louis, Missouri."

Specification 36.—"In this: that he, Major J. McKinstry, quartermaster, on or about the 1st day of August, 1861, having need to purchase tents for his department, did not and would not purchase the same in the market nor for the market value, but authorized one Joseph S. Pease to furnish him the same; and when said Pease had purchased of one John G. Dodge, a tent-maker of the city of St. Louis, a lot of tents for fifty-five dollars each, he said McKinstry, then and there purchased the same tents of said Pease at the price of sixty-five dollars each; he, said Major McKinstry, thereby intending to secure to said Pease, and others in collusion with him, large gains over the market value of the articles purchased. This on the day last mentioned, and divers other days between that day and the 6th October, 1861, at St. Louis, Missouri."

Specification 37.—"In this: that he, Major J. McKinstry, quartermaster aforesaid, on or about the 26th day of July, 1861, having need to purchase a large number of tents for his department of all descriptions, did not and would not purchase the same in the market nor for the market value, but authorized one Joseph S. Pease to purchase up the tents in the St. Louis market, and to contract to purchase these articles from the tent-makers of the city at the best terms he could procure; and when he, said Pease, had so procured the tents, he, Major McKinstry, purchased the same tents from Pease at a large advance on the prices which Pease paid, and at which he, McKinstry, might have procured them himself directly from the tent-makers, thereby intending to secure large gains to said Pease, and others in collusion with him, to the misapplication and squandering of the public funds. This at Saint Louis, on the day last mentioned, and on divers days between that day and the 6th October, 1861."

Specification 38.—"In this: that he, Major Justus McKinstry, on or about the 9th day of August, 1861, and on divers days between that day and the sixth day of October, 1861, having need to purchase mess-pans for his department, did not and would not purchase the same in the market nor for the market price; but, without any advertisement for proposals, authorized Messrs. Child, Pratt & Fox, hardware merchants, of Saint Louis, Missouri, to furnish him, as quartermaster, with said articles; and said Child, Pratt & Fox, between the days aforesaid, at divers times, purchased of one Giles F. Filley, of the city of St. Louis, about six thousand mess-pans at about 29½ cents each; and when said Child, Pratt & Fox had so purchased said articles, he, said Major Justus McKinstry, purchased from said Child, Pratt & Fox the same mess-pans for 35 cents each, which was an exorbitant price; thereby then and there intending to secure large gains above the market value of said articles to said Child, Pratt & Fox, and others in collusion with them, to the waste of the public funds, and gross neglect and disregard of the interests of the service."

Specification 39.—"In this: that he, Major Justus McKinstry, quartermaster as aforesaid, on or about the 9th day of August, 1861, and on divers days between that day and the 6th day of October, 1861, having need to purchase camp-kettles for his department, did not and would not purchase the same in the market nor for the market value; but, without any advertisement for proposals, authorized Messrs. Child, Pratt & Fox to furnish him, as quartermaster, with said articles; and said Child, Pratt & Fox, on the days and at divers times between the days last mentioned, purchased of Giles F. Filley, of St. Louis,

about five thousand camp-kettles at about 42½ cents each; and when, and as fast as said Child, Pratt & Fox had so purchased the said articles, he, said Major Justus McKinstry, purchased from said Child, Pratt & Fox the same camp-kettles for sixty-five cents each, which was an exorbitant price; thereby then and there intending to secure large gains to said Child, Pratt & Fox, and others in collusion with them, to the gross neglect and disregard of the interest of the service and to the waste of the public funds."

Specification 40.—"In this: that he, Major McKinstry, quartermaster aforesaid, on the —— day of September, 1861, and on divers days between that day and the sixth day of October, 1861, having need to purchase tin plates for his department, did not and would not purchase the same in the market nor for the market price, but authorized said Child, Pratt & Fox, without any advertisement for proposals, to furnish the same to him as quartermaster; and said Child, Pratt & Fox, on the days aforesaid, and on divers days between those days, purchased of Oliver D. Filley, of the city of St. Louis, about fifteen hundred tin plates at about 4½ cents each; and when said Child, Pratt & Fox had so purchased said tin plates, and as fast as they purchased them, he, said McKinstry, quartermaster aforesaid, purchased from said Child, Pratt & Fox the same tin plates at seven cents each, which was an exorbitant price; thereby then and there intending to secure large gains to said Child, Pratt & Fox, and others in collusion with them, to the gross neglect and disregarding the interests of the service, and to the waste of the public funds."

Specification 41.—"In this: that he, Major Justus McKinstry, quartermaster aforesaid, on the 1st day of August, 1861, and on divers days between that day and the 6th day of October, 1861, having need to purchase picket-pins for his department, did not and would not purchase them in the market nor for the market value; but, without any advertisements for proposals, authorized Child, Pratt & Fox to furnish the same to him as quartermaster aforesaid; and said Child, Pratt & Fox, on the days aforesaid, and between those days, at divers times, purchased in the city of St. Louis, of one Peter J. Pauley, about two thousand picket-pins at 45 cents each for a portion, and 35 cents each for the residue, and when they had so purchased said picket-pins, and as fast as they purchased them, he, Major J. McKinstry, quartermaster aforesaid, purchased the same picket-pins from said Child, Pratt & Fox at the price of 65 cents each, which was an exorbitant price; he, the said McKinstry, thereby intending to secure to Child, Pratt & Fox large gains above the market value of these articles, to the gross neglect and disregard of the interests of the service, and to the waste of the public funds."

Specification 42.—"In this: that he, Major Justus McKinstry, quartermaster as aforesaid, having had from one Thomas Hood, on or about the 9th day of April, 1861, a written proposal to furnish to his department picket-pins of quality fit and proper for the service, at the price of 25 cents each, and knowing that he could purchase in the market, in the city of St. Louis, as many picket-pins of the like quality, from the said Thomas Hood, as was needed for his department, at about 25 cents each, did not and would not purchase the same; but, without accepting said Thomas Hood's bid, and without seeking to procure picket-pins at their market value, purchased from Child, Pratt & Fox about two thousand of these articles at 65 cents each, intending to secure large gains to said Child, Pratt & Fox, and others in collusion with them, to the waste and squandering of the public means, and to the gross neglect and disregard of the public interest."

Specification 43.—"In this: that he, Major McKinstry, on or about the 27th September, 1861, at St. Louis, having need to purchase overcoats for his department, did not and would not purchase the same in the market nor for the market price; but, without any advertisement for proposals, authorized Child, Pratt & Fox to furnish the same to him; and when they had purchased then

and there from Martin & Brothers, at Saint Louis, 802 overcoats for the price of seven dollars and fifty cents each, ($7 50,) he, said McKinstry, then and there purchased the same 802 overcoats from Child, Pratt & Fox for $10 50 each, and afterwards issued to them a voucher for the same, which, so far as relates to said overcoats, is in the words and figures following, to wit:

'No. 12.

'*The United States to Child, Pratt & Fox, Dr.*

'1861.
'September 26.—802 overcoats, at $10 50..... $8,421 00

'I certify that the above is correct and just, and that the articles have been accounted for on my property return for the quarter ending on the 30th September, 1861.

'J. McKINSTRY,
'*Brigadier General, Assistant Quartermaster.*'

He, said McKinstry, thereby then and there intending to secure to Child, Pratt & Fox, and others in collusion with them, large gains, to the waste of the public funds."

Specification 44.—"In this: that he, Major J. McKinstry, quartermaster aforesaid, having need, about the 17th September, 1861, at St. Louis, to purchase blouses for his department, did not and would not purchase the same in the market nor for the market value, but then and there authorized Child, Pratt & Fox to furnish the same; and when said Child, Pratt & Fox had purchased then and there of Martin & Brothers, clothiers in St. Louis, 802 blue blouses, on September 17, 1861, for $2 25 each, he, said McKinstry, purchased from said Child, Pratt & Fox the same 802 blue blouses for $3 each; afterwards, on the 26th September, 1861, issued to said Child, Pratt & Fox a voucher therefor, which, so far as relates to the 802 blouses, is in the words and figures following, to wit:

'No. 12.

'*The United States to Child, Pratt & Fox, Dr.*

'1861.
'September 26.—802 blue blouses, at $3..... $2,406 00

'I certify that the above account is correct and just, and that the articles have been accounted for on my property returns for the quarter ending on the 30th September, 1861.

'J. McKINSTRY,
'*Brigadier General, Assistant Quartermaster.*'

He, said McKinstry, thereby then and there intending to secure to said Child, Pratt & Fox large gains above market value of said articles, to the squandering of the public funds."

Specification 45—"In this: that he, Major Justus McKinstry, about the 19th September, 1861, at St. Louis, having need to purchase blouses for his department, did not and would not purchase the same in the market nor for the market price; but, without any advertisement for proposals, then and there authorized Child, Pratt & Fox, a hardware house, to furnish the said articles to him; and when, on the 19th September, 1861, at St. Louis, said Child, Pratt & Fox had purchased of Martin & Brothers, clothiers of said city, 3,000

blue blouses for two dollars each, he, said McKinstry, then and there purchased from said Child, Pratt & Fox the same 3,000 blue blouses for the price of three dollars each, and issued to said Child, Pratt & Fox therefor 'a voucher, of which, so far as the same relates to said blouses, the following is a copy:

'No. 12.

'*The United States to Child, Pratt & Fox, Dr.*

'1861.
'September.—3,000 blue blouses, at $3 ..... $9,000 00

'I certify that the above account is correct and just, and that the articles have been accounted for on my property return for the quarter ending on the 30th September, 1861.

'J. McKINSTRY,
Major and Assistant Quartermaster.'

He, said McKinstry, then and there intending to secure thereby large gains to said Child, Pratt & Fox, and others in collusion with them, to the waste of the public funds."

Specification 46.—"In this: that he, Major Justus McKinstry, quartermaster aforesaid, on or about the 21st September, 1861, at Saint Louis, having need to purchase soldiers' pants for his department, did not and would not purchase the same in the market nor for the market value; but, without any advertisement for proposals, authorized Child, Pratt & Fox, hardware dealers, to furnish the same to him; and when said Child, Pratt & Fox had purchased then and there, of Messrs. Martin & Bro., nine hundred and four pairs of soldiers' infantry pants, for the price of two dollars and fifty cents per pair, he, said Major Justus McKinstry, quartermaster, purchased from said Child, Pratt & Fox the same nine hundred and four pairs of pants at the price of three dollars and seventy-five cents per pair, and afterwards issued to said Child, Pratt & Fox a voucher therefor, which, so far as relates to said nine hundred and four pants, is in the words and figures following, to wit:

'No. 12.

'*The United States to Child, Pratt & Fox, Dr.*

'1861.
'September 26.—904 pairs pants, at $3 75..... $3,390 00

'I certify that the above account is correct and just, and that the articles have been accounted for on my property return for the quarter ending on the 30th of September, 1861.

'J. McKINSTRY,
'*Brigadier General and Quartermaster.*'

He, said Major McKinstry, thereby then and there intending to secure to said Child, Pratt & Fox, and others in collusion with them, large gains, to the wasting of the public funds, over the market value of said articles."

Specification 47.—"In this: that he, Major Justus McKinstry, quartermaster aforesaid, on or about the 21st September, 1861, having need to purchase for his department infantry jackets, did not and would not purchase the same in the market nor for the market price; but, without any advertisement for proposals, authorized Messrs. Child, Pratt & Fox, dealers in hardware, to furnish the same

to him; and when said Child, Pratt & Fox had purchased then and there from Messrs. Martin & Bros., clothiers, of Saint Louis, nine hundred and four jackets, at the price of $3 75 each, he, said Major Justus McKinstry, purchased from said Child, Pratt & Fox the same nine hundred and four infantry jackets for the price of $5 75 each; and afterwards, on the 26th September, 1861, issued to said Child, Pratt & Fox a voucher therefor, which, so far as relates to said nine hundred and four infantry jackets, is in the words and figures following, to wit:

'No. 12.

'*The United States to Child, Pratt & Fox, Dr.*

'1861.
'September 26.—904 infantry jackets, at $5 75 ..... $5, 198 00

'I certify that the above account is correct and just, and that the articles have been accounted for on my property return for the quarter ending on the 30th of September, 1861.

'J. McKINSTRY,
'*Brigadier General and Quartermaster.*'

He, said McKinstry, thereby then and there intending to secure to said Child, Pratt & Fox large gains above the market value of the articles, to the waste of the public funds."

Specification 48.—"In this: that he, Major McKinstry, quartermaster aforesaid, having need, about the 1st September, 1861, to purchase for his department cavalry equipments, did not and would not purchase the same in the market nor for the market value; but, without any advertisement for proposals, authorized Child, Pratt & Fox, hardware dealers, of St. Louis, to furnish them to him; and when said Child, Pratt & Fox had purchased in the market 293 sets of cavalry equipments for about the price of $29 50 each, he, said McKinstry, did purchase the same cavalry equipments from said Child, Pratt & Fox for $40 each, and afterwards issue vouchers therefor, which, so far as relates to said cavalry equipments, are in the words and figures following, to wit:

'No. 12.

'*The United States to Child, Pratt & Fox, Dr.*

'1861.
'September 5.—100 sets cavalry equipments, complete, at $40.... $4, 000 00

'I certify that the above account is correct and just, and that the articles have been accounted for on my property return for the quarter ending on the 30th September, 1861.

'J. McKINSTRY,
'*Brigadier General and Quartermaster.*'

'No. 12.

'*The United States to Child, Pratt & Fox, Dr.*

'1861.
'September 12.—193 sets cavalry equipments, at $40..... $7, 720 00

'I certify that the above account is correct and just, and that the articles have been accounted for on my property return for the quarter ending on the 30th September, 1861.

'J. McKINSTRY,
'*Brigadier General and Quartermaster.*'

He, said McKinstry, thereby intending to secure to Child, Pratt & Fox large gains above the market value of the said articles, to the wasting of the public funds."

Specification 49.—"In this: that he, Major McKinstry, quartermaster aforesaid, on or about the 25th August, 1861, at St. Louis, having need to purchase for his department covered canteens, did not and would not purchase them in the market nor for the market value; but, without any advertisement for proposals, authorized one Child, Pratt & Fox, hardware dealers, to furnish them; and said Child, Pratt & Fox, between the 28th August and the 6th of October, 1861, purchased in the market about fifteen thousand canteens, at the price of about 36½ cents each; and as fast as said Child, Pratt & Fox purchased said covered canteens, he, said McKinstry, as quartermaster, purchased the same canteens from said Child, Pratt & Fox at the price of 60 cents each; he, said McKinstry, thereby intending to secure to said Child, Pratt & Fox large gains above the market value of said articles, to the waste and squandering of the public funds."

Specification 50.—"In this: that he, Major Justus McKinstry, quartermaster aforesaid, issued at St. Louis, Missouri, a voucher in the words and figures following, to wit:

'*The United States to Alexander Kelsy.*

'1861.		
'July 30.—	28,000 pounds hay, at 70 cents per hundred.....	$196 00
	$514\frac{10}{35}$, 18,000 pounds oats, at 25 cents.....	128 55
	$107\frac{8}{56}$, 6,000 pounds corn, at 25 cents, for Lieutenant Shreed's volunteers, Cape Girardeau.....	26 80
'July 29.—	3,000 bushels (105,000 pounds) oats, at 25 cents, for Major Spicer's brigade Missouri volunteers, Mexico mission.....	750 00
'Aug. 4.—	5,000 bushels (175,000 pounds,) oats, at 26 cents, for Major Hatch, quartermaster, Cairo.....	1,300 00
		'2,401 35

'I certify that the above account is correct and just, and that the articles have been accounted for on my property return for the quarter ending the 30th September, 1861.

'J. McKINSTRY,
'*Assistant Quartermaster.*'

Which voucher so issued was and is false, in this: that said Kelsy did not sell the United States the quantity named, nor any hay, on or about the 30th July, 1861, or any other time; did not sell the United States the quantity named, or any oats, on or about the 29th or 30th July, or 4th August, 1861, or any other time; did not sell the United States the quantity of corn named, or any quantity of corn at the time named, or any time; and said voucher was and is false in every particular; he, said Major McKinstry, thereby intending to prostitute his

office to secure to one Joseph S. Pease, to whom he delivered said voucher, some benefit contrary to the rules and regulations of the army."

Specification 51.—"In this: that he, Major Justus McKinstry, quartermaster aforesaid, having need to purchase frying-pans for his department, did not and would not purchase the same in the market nor for the market value; but, about the 1st September, 1861, authorized Child, Pratt & Fox to furnish the same to him; and when said Child, Pratt & Fox had purchased a large quantity, about five hundred frying-pans, from John Gray and Company, Pittsburg, Pennsylvania, for about seventeen cents each, he, said McKinstry, purchased the same frying-pans, from said Child, Pratt & Fox, at 50 cents each. This at St. Louis, on the 1st, 5th, 6th, 12th, 14th, 26th, and 30th days of September, 1861. Thereby then and there intending to secure to said Child, Pratt & Fox large gains above the market value of said articles, to the waste and squandering of the public funds."

Specification 52.—"In this: that he, Major McKinstry, quartermaster aforesaid, having need, about the 15th August, 1861, to purchase axes with handles for his department, he, said McKinstry, did not and would not purchase the same in the market nor for the market value; but authorized said Child, Pratt & Fox, without any advertisement for proposals, to furnish the same; and so, between the day last mentioned and the 6th October, 1861, said McKinstry purchased from said Child, Pratt & Fox about 1,200 axes with handles, at one dollar fifty cents each, the market value where of was about one dollar and fifteen cents each to the great waste of the public funds, and the gross disregard of the public interests."

Specification 53.—"In this: that he, Major McKinstry, having need, about the 20th August, 1861, to purchase hatchets and handles for his department, did not and would not purchase them in the market nor for the market value; but, without any advertisement for proposals, authorized Child, Pratt & Fox to furnish the same to him; and in this way, on said 20th August, and on divers days between that day and October 6, 1861, purchased about one thousand hatchets and handles from said Child, Pratt & Fox, for seventy-five cents each, the market value whereof was about 47 cents each, to the great disregard of the public interests and the waste of the public funds."

Specification 54.—"In this: that he, Major Justus McKinstry, quartermaster, on or about the 4th September, 1861, at Saint Louis, having need to purchase shoes for his department, did not and would not purchase the same in the market nor for the market value, but then and there authorized one Child, Pratt & Fox, a hardware house, to furnish the same to him; and when said Child, Pratt & Fox, about the 4th September, 1861, had purchased of Maury, Drake & Co., shoe dealers, 413 pair of shoes for one dollar thirty cents each, he, said McKinstry, then and there purchased of Child, Pratt & Fox, the same 413 pair of shoes for one dollar seventy-five cents each, and issued to said Child, Pratt & Fox a voucher therefor, which, so far as relates to said 413 pair of shoes, is in the words and figures following, to wit:

'No. 12.

'*The United States to Child, Pratt & Fox, Dr.*

'1861.

'September 5.—413 pair shoes, at $1 75 ..... $722 75

'I certify that the above account is correct and just, and that the articles have been accounted for on my property return for the 30th September, 1861.

'J. McKINSTRY,

'*Major, Assistant Quartermaster.*'

He, said McKinstry, thereby then and there intending to secure to said Child, Pratt & Fox large gains above the market value of said articles, to the waste of the public funds."

Specification 55.—"In this: that he, Major McKinstry, quartermaster aforesaid, having need, about the 20th August, 1861, to purchase shoes for his department, did not and would not purchase the same in the market nor for the market value; but, without any advertisement for proposals, authorized Child, Pratt & Fox to furnish the same to him; and when, on the day aforesaid, and between that day and the 1st October, 1861, said Child, Pratt & Fox had purchased, in the city of St. Louis, from Maury, Drake & Co., James F. Comstock & Co., Fiske, Knight & Co., North, Scott & Co., Claflin, Allen & Co., and John R. Leonberger, shoe dealers, about ten thousand pair of shoes, for about one dollar and thirty cents on the average each, he, said McKinstry, then and there purchased the same shoes, as quartermaster, from Child, Pratt & Fox, at about the price of one dollar seventy-five cents each; he, said McKinstry, thereby then and there intending to secure to Child, Pratt & Fox, large gains above the market value of said articles, to the wasting of the public funds and gross disregard of the interests of the service."

Specification 56.—"In this: that he, Major Justus McKinstry, quartermaster aforesaid, on or about the 20th July, 1861, at Saint Louis, purchased of Child, Pratt & Fox, hardware dealers, a large quantity of worthless shoes, for about one dollar seventy-five cents each, being the same lot afterwards issued to Colonel Peter E. Blond's regiment, while stationed at Ironton, Missouri; he, said McKinstry, acting in that behalf in gross neglect and disregard of the interests of the service."

Specification 57.—"In this: that on or about the 1st day of August, 1861, when a lot of worthless shoes had been issued by his department to Colonel Peter E. Blond's regiment, then stationed at Ironton, Missouri, and Oliver D. Filley and John T. Witzig had gone to his, McKinstry's, office, in Saint Louis, to inform him of the fact, and to ascertain who had sold said lot of shoes to the department, and had produced to him a sample of the shoes, he, said McKinstry, failed and refused to make the proper investigation to detect the imposition, and took away and secreted the sample of said worthless shoes, with intent to screen and protect the offending party."

Specification 58.—"In this: that he, Major McKinstry, quartermaster aforesaid, about the 1st August, 1861, having need to purchase knapsacks for his department, did not and would not purchase the same in the market nor for the market value; but, without advertisement for proposals, authorized Child, Pratt & Fox to furnish the same; and when, on the day last mentioned, and on divers days between that and the 6th October, 1861, Child, Pratt & Fox had purchased in the market about 15,000 knapsacks, at about $2 30 each, on the average, he, said McKinstry, quartermaster, purchased the same knapsacks from Child, Pratt & Fox at from $3 25 each to $3 50 each; he, said McKinstry, thereby intending to secure to Child, Pratt & Fox large gains above the market value of said articles, to the wasting of the public funds, and gross disregard of the interests of the service."

Specification 59.—"Between the 15th August, 1861, and 1st October, 1861, McKinstry bought of Child, Pratt & Fox over 20,000 pairs of soldiers' drawers, at 60 cents, for which Child, Pratt & Fox paid about 42 cents each, and which he could have bought at that price, if he had seen fit."

Specification 60.—"That between the 10th August, 1861, and 6th October, 1861, Quartermaster McKinstry bought of Child, Pratt & Fox about 1,500 spades, at a price of from $1 each to $1 15 each—an exorbitant price, the market value being about 65 cents each."

Specification 61.—"In this: that he, Major Justus McKinstry, on or about the 1st day of July, 1861, at St. Louis, Missouri, having need to purchase a

large quantity of army supplies for his department, did not and would not purchase the same in the market nor for the market value; but, without advertisement for proposals, authorized Child, Pratt & Fox to furnish the same to him; and said Child, Pratt & Fox did, under such authority, purchase, in the city of St. Louis, a vast quantity of army supplies, consisting of cavalry jackets, and pants and coats; infantry pants, jackets, and coats; canteens, covered and uncovered; cavalry equipments; blankets; camp-kettles; mess-pans; picket-pins; axes, with handles; shovels; hatchets, with handles; boots and shoes; coffee-pots; coffee-mills; spades; canteens; tin plates; knapsacks; blouses; flannels; pickaxes and handles; blue cloth; water-buckets; spurs and straps; army caps; horseshoes; muleshoes; horseshoe nails; drawers; flannel shirts; fry-pans; wheelbarrows; horse brushes; horse rasps; specie boxes; currycombs, and other articles, or some of them, to a large amount—say three hundred thousand dollars, more or less; and did purchase, under such authority, in the United States, east of the Mississippi river, a large amount of such articles, or some of them—say three hundred thousand dollars, more or less—in the city of St. Louis; and having so purchased the same articles, he, said McKinstry, purchased the articles so purchased by said Child, Pratt & Fox in the city of St. Louis at an advance upon the price stipulated for by them of from ten per cent. to one hundred per cent.; and he, said McKinstry, did purchase from said Child, Pratt & Fox the articles so purchased by them east of the Mississippi river at an advance upon the price stipulated for by them of from twenty per cent. to one hundred per cent.; he, said McKinstry, quartermaster aforesaid, thereby intending to secure to said Child, Pratt & Fox large gains, to the wasting of the public funds, and to the disregard of the interests of the service,"

To all which specifications, and to the charge, the accused pleaded "Not guilty."

FINDING.

The court, having maturely weighed and considered the testimony adduced, finds the accused, Major Justus McKinstry, quartermaster, United States army, as follows:

Of the 1st and 2d *Specifications*, "Not Guilty."

Of the 3d *Specification*, "Guilty, excepting the words 'no better than Colburn's,' and 'Almon Thompson,' and 'and F. J. Flannagan.'"

Of the 4th, 5th, and 6th *Specifications*, "Not Guilty."

Of the 7th *Specification*, "Guilty, excepting the words 'the market value of which was about ninety dollars only, each,' and 'and others in collusion with him.'"

Of the 8th *Specification*, "Guilty, excepting the words 'the market value of which on the average was about one hundred and ten dollars only, each,' and 'and others in collusion with him.'"

Of the 9th *Specification*, "Guilty, excepting the words 'about one thousand,' and 'the market value of which was about eighty dollars each,' and 'and others in collusion with him.'"

Of the 10th *Specification*, "Guilty, excepting the words 'about three hundred,' and 'and others in collusion with him.'"

Of the 11th *Specification*, "Not guilty. Find the facts as set forth in this specification, but, owing to the accused's acting to some extent under the instructions of his commanding general, attach no criminality to the accused."

Of the 12th *Specification*, "Not guilty."

Of the 13th *Specification*, "Guilty, excepting the words 'five hundred,' substituting the words *four hundred* therefor; and for the words 'ninety dollars,' substituting *one hundred dollars*; and in the place of 'one hundred dollars,' substituting *one hundred and fifteen dollars*."

Of the 14th *Specification*, "Not guilty; but find the fact that Major McKinstry did pay one B. F. Fox an additional allowance of twenty-five dollars per head on a certain number of artillery horses, but, under the circumstances of the case, attach no criminality thereto, it appearing to be a simple act of justice to Fox."

Of the 15th, 16th, and 17th *Specifications*, "Not guilty."

Of the 18th *Specification*, "Guilty; substituting in the place of 'one hundred dollars' the words *one hundred, and one hundred and ten dollars*, and excepting the words 'refused and,' 'and F. J. Flannagan,' 'and Flannagan,' and 'he, said McKinstry, thereby then and there intending to compel said Everett to turn his horse over to said Elleard and Flannagan, and other contractors at higher prices.'"

Of the 19th *Specification*, "Not guilty; but find the fact of McKinstry's refusing to buy of John Allen, but, under the circumstances, attach no criminality thereto."

Of the 20th *Specification*, "Not guilty. Find the fact that the accused did refuse to purchase of Josephus Irvine mules at ($115) one hundred and fifteen dollars, but, under the circumstances attending the offer of said Irvine, attach no criminality thereto."

Of the 21st *Specification*, "Not guilty."

Of the 22d *Specification*, "Guilty, excepting the words 'and others in collusion with him.'"

Of the 23d, 24th, 25th, 26th, 27th, and 28th *Specifications*, "Not guilty."

Of the 29th *Specification*, "Guilty."

Of the 30th *Specification*, "Guilty."

Of the 31st, 32d, 33d, and 34th *Specifications*, "Not guilty."

Of the 35th *Specification*, "Not guilty; but find the fact that the accused purchased of Joseph S. Pease a number of tents, at an advance upon the price said Pease paid one Dodge, but attach no criminality thereto under the circumstances."

Of the 36th *Specification*, "Guilty, excepting the words 'and others in collusion with him.'"

Of the 37th *Specification*, "Guilty, excepting the words 'authorized one Joseph S. Pease to purchase up the tents in the Saint Louis market, and to contract to purchase these articles from the tentmakers of the city at the best terms he could procure, and,' and 'and others in collusion with him.'"

Of the 38th *Specification*, "Guilty, excepting the words 'and others in collusion with them.'"

Of the 39th *Specification*, "Guilty, excepting the words 'and as fast as,' and 'and others in collusion with them.'"

Of the 40th *Specification*, "Guilty, excepting the words 'as fast as they purchased them,' and 'and others in collusion with them.'"

Of the 41st *Specification*, "Guilty, excepting the words and figures '45 cents each for a portion, and,' and 'for the residue.'"

Of the 42d *Specification*, "Not guilty."

Of the 43d *Specification*, "Guilty, excepting the words 'and others in collusion with them.'"

Of the 44th *Specification*, "Guilty."

Of the 45th *Specification*, "Guilty, excepting the words 'and others in collusion with them.'"

Of the 46th *Specification*, "Guilty, excepting the words 'and others in collusion with them.'"

Of the 47th *Specification*, "Guilty."

Of the 48th *Specification*, "Not guilty."

Of the 49th *Specification*, "Guilty."

Of the 50th, 51st, 52d, and 53d *Specifications*, "Not guilty."

Of the 54th *Specification*, "Guilty."

Of the 55th *Specification*, "Guilty."

Of the 56th and 57th *Specifications*, "Not guilty."

Of the 58th *Specification*, "Guilty, substituting the figures $2 40, in the place of $2 30."

Of the 59th *Specification*, "Not guilty; the specification failing to give the place, and also failing to designate in a proper manner the person charged."

Of the 60th *Specification*, "Not guilty; the specification failing to give the place, and also failing to designate in a proper manner the person charged."

Of the 61st *Specification*, "Guilty, excepting the words 'upon the price stipulated for by them,' wherever they are written in this specification."

Of the CHARGE, "Guilty."

SENTENCE.

And the court does therefore sentence Major Justus McKinstry, quartermaster, United States army, "*To be dismissed the service.*"

II. The foregoing proceedings, findings, and sentence are approved; but, exercising the discretion given by Article 89 of the Rules and Articles of War, the execution of the sentence is suspended until the pleasure of the President of the United States can be known, upon the recommendation of some members of the court for a remission or mitigation of the sentence, this suspension and the proceedings of the court-martial being transmitted to the President for his determination.

H. W. HALLECK,
General-in-Chief.

HEADQUARTERS OF THE ARMY,
Washington, January 26, 1863.

The following are the orders of the President:

The sentence in the foregoing case will be carried into execution by the dismissal of Major Justus McKinstry, quartermaster, United States army, from the service of the United States.

ABRAHAM LINCOLN.

WASHINGTON, *January* 28, 1863.

III. The general court-martial of which Brigadier General P. St. George Cooke is president, is dissolved.

By order of the Secretary of War:

L. THOMAS,
Adjutant General.

Official:

Assistant Adjutant General.

JOURNAL OF THE COMMITTEE.

NEW YORK, *September* 9, 1862.

The committee met pursuant to a call of the chairman. Prese Mr. Washburne, chairman, and Mr. Steele.

George Dennison, Rufus F. Andrews, Hamilton Bruce, DeWitt Graham, Thomas J. Brown, Alexander Isaacs, and James B. Arch were examined as witnesses.

The committee adjourned until ten o'clock to-morrow morning.

NEW YORK, *September* 10, 1862.

The committee met pursuant to adjournment. Present: Mr. Was burne, chairman, and Mr. Steele.

Samuel G. Ogden and Hiram Barney were examined as witnesse

The committee adjourned to meet on the call of the chairman.

NEW YORK, *November* 20, 1862.

The committee met pursuant to a call of the chairman. Prese Mr. Steele.

The committee adjourned until Saturday, the 22d instant.

NEW YORK, *November* 22, 1862.

The committee met pursuant to adjournment. Present: Mr. Stee Mr. Fenton, and Mr. Holman.

The committee adjourned to meet upon the call of the chairman

WASHINGTON, *December* 4, 1862.

The committee met pursuant to a call of the chairman. Prese The chairman, Mr. Washburne, and Messrs. Holman, Fenton, Daw Steele, and Van Wyck.

The committee adjourned to meet in New York on Wednesday, t 17th instant.

NEW YORK, *December* 17, 1862.

The committee met pursuant to adjournment. Present: Mr. Was burne, chairman, and Messrs. Fenton, Dawes, and Steele.

The committee adopted the following resolution unanimously:

"*Resolved*, That inasmuch as certain testimony has been taken one member of the committee, in the absence of a quorum, touchi the official conduct of certain federal officers in New York, under c jection from them, therefore the committee will examine such tes

mony, and whenever it appears that the testimony of any such witness so taken is found to affect the official conduct of any such person, such witness shall be re-examined, and so far as his testimony, on re-examination, affects the official conduct of any federal officer in New York, it shall be submitted to him for his inspection."

The committee then adjourned until ten o'clock to-morrow morning.

NEW YORK, *December* 18, 1862.

The committee met pursuant to adjournment. Present: Mr. Washburne, chairman, and Messrs. Holman, Fenton, Dawes, Steele, and Van Wyck.

Samuel G. Ogden and William D. Robinson were examined as witnesses.

The committee adjourned until ten o'clock to-morrow morning.

NEW YORK, *December* 19, 1862.

The committee met pursuant to adjournment. Present: All the members of the committee.

Horatio F. Averill, Henry A. Cargill, James B. Craig, and Francis Wigand were examined as witnesses.

The committee adjourned until ten o'clock to-morrow morning.

NEW YORK, *December* 20, 1862.

The committee met pursuant to adjournment. Present: All the members.

Daniel Jackson, Munson Gray, and Stewart Van Vliet were examined as witnesses.

Mr. Van Wyck moved to reconsider the vote by which the resolution of December 17 was adopted, and substitute the following:

"Whereas many witnesses were examined by one member of the committee in the absence of a quorum, in the month of March last, affecting the amount of moneys received by certain federal officers in this city: Therefore—

"*Resolved*, That at the request of any of said public officers any of the said witnesses so examined be again subpœnaed, and the testimony so taken be read to them, and such corrections or additions be made as they may desire; also that new witnesses be subpœnaed and examined at the request of said officers.

"*Resolved*, That said testimony has already been taken at much expense to the government, and the same should now be used, except in those particulars where the witness pronounces the same incorrect, or he or some other party desires to add thereto or explain."

The question was put, and it was decided in the negative—yeas, one; nays, five, as follows:

YEAS.—Mr. Van Wyck.

NAYS.—Messrs. Holman, Fenton, Dawes, Steele, and Mr. Chairman.

After the vote upon the foregoing resolution, Mr. Van Wyck pre-

sented to the committee, for action, sundry other papers, which t committee declined to receive or enter upon their journal.

On motion of Mr. Van Wyck, it was ordered that his name be e tered on the journal as voting against the adoption of the resoluti of the 17th instant.

The committee adjourned until Monday next at ten o'clock a. m.

NEW YORK, *December* 22, 1862.

The committee met pursuant to adjournment. Present: Mr. Was burne, the chairman, and Messrs. Holman, Fenton, Dawes, a Steele.

Robert Murray, Joseph S. Smith, Simon Stevens, and Isaac He derson were examined as witnesses.

The committee thereupon adjourned until to-morrow morning ten o'clock.

NEW YORK, *December* 23, 1862.

The committee met pursuant to adjournment. Present: Mr. Was burne, the chairman, and Messrs. Fenton, Dawes, and Steele.

George F. Betts, Kenneth G. White, Cornelius Vanderbilt, a Simon Stevens were examined as witnesses.

The committee adjourned until Wednesday, the 31st instant.

NEW YORK, *December* 31, 1862.

The committee met pursuant to adjournment. Present: Mr. Was burne, chairman, and Mr. Steele.

The committee adjourned until Friday, the 2d of January.

NEW YORK, *January* 2, 1863.

The committee met pursuant to adjournment. Present: Mr. Was burne, chairman, and Mr. Fenton.

Samuel Churchman, C. S. Franklin, George Dennison, and Charl P. Clinch were examined as witnesses.

The committee adjourned until to-morrow morning at ten o'cloc

NEW YORK, *January* 3, 1863.

The committee met pursuant to adjournment. Present: Mr. Was burne, chairman, and Mr. Fenton and Mr. Van Wyck.

Amos Clark, John K. Bulmer, William Allen Butler, B. W. Jone George Dennison, and Frederick W. Jennings were examined as wi nesses.

The committee adjourned to meet on Saturday, the 10th instant.

NEW YORK, *January* 10, 1863.

The committee met pursuant to adjournment. Present: Mr. Dawe

Francis M. Bixby, William D. Robinson, Augustus Schell, Samu G. Ogden, George Bisbee, Henry B. Stanton, and John McKenz were examined as witnesses.

The committee adjourned to meet upon the call of the chairman.

WASHINGTON, *January* 16, 1863.

The committee met pursuant to a call of the chairman. Present: all the members.

Simon Stevens was examined as a witness.

The committee adjourned to meet on the call of the chairman.

WASHINGTON, *January* 26, 1863.

The committee met pursuant to a call of the chairman. Present: Mr. Washburne, chairman, and Messrs. Dawes, Steele, and Van Wyck.

William T. Duvall was examined as a witness.

The committee adjourned to meet upon the call of the chairman.

WASHINGTON, *February* 11, 1863.

The committee met pursuant to the call of the chairman. Present: Mr. Washburne, chairman, and Messrs. Holman, Fenton, and Van Wyck.

On motion,

Ordered, That certain testimony taken by Mr. Van Wyck in New York, without the authority of the committee, be deposited by the clerk of this committee with the Clerk of the House of Representatives, with directions to the said Clerk to hold it in his possession, subject only to the inspection of any member of the committee.

The committee adjourned to meet on the call of the chairman.

NEW YORK, *February* 14, 1863.

The committee met on a call of the chairman. Present: Mr. Washburne, chairman, and Messrs. Holman and Van Wyck.

George W. Yerby, Daniel C. Birdsell, David R. Martin, and Joseph Kirkpatrick were examined as witnesses.

On motion,

Ordered, That on the expiration of this Congress, all the papers which have been before this committee, or are in any way connected with the investigations of the committee, be sealed up by the clerk of the committee, and deposited with the Clerk of the House of Representatives.

The committee adjourned to meet upon the call of the chairman.

WASHINGTON, *February* 17, 1863.

The committee met on the call of the chairman. Present: Messrs. Holman, Fenton, and Van Wyck.

Cornelius Wendell was examined as a witness.

The committee adjourned until Saturday, the 21st instant.

WASHINGTON, *February* 21, 1863.

The committee met pursuant to adjournment. Present: All the members.

On motion,

Resolved, That the notice given to the Quartermaster's department by the committee to withhold a certain amount of money due to

Amos Clark be withdrawn; and they recommend such reinspection of the balance of the clothing on hand, and re-examination of the subject, as will enable the department to determine more nearly whether the contract has been substantially performed.

The committee adjourned to meet on the call of the chairman.

WASHINGTON, *February* 26, 1863.

The committee met upon the call of the chairman.

Captain Charles E. Fuller was examined as a witness.

The committee adjourned to meet upon the call of the chairman.

WASHINGTON, *March* 2, 1863.

The committee met on the call of the chairman.

Bayard Clark was examined as a witness.

On motion,

Ordered, That Mr. Fenton be directed to submit the final report to the House.

The committee thereupon adjourned *sine die*.

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TESTIMONY.

NEW YORK, *September* 9, 1862.

GEORGE DENNISON sworn:

Question. State your official position.

Answer. I am naval officer of the port of New York.

Question. Be good enough to state the amount of money you have received since you accepted the office of naval officer of the city of New York, as salary, as your portion of the proceeds of seizures made, or from any other sources whatever, by virtue of your office.

Answer. My salary is fixed by law, and amounts to a little less than $5,000 a year; and the only other money I have received by virtue of my office has been from the proceeds of seizures.

Question. Please state the facts in reference to those seizures.

Answer. Seizures are made for violation of the revenue laws, such as smuggling, false invoices, under valuation of goods, and other acts of fraud upon the revenue. All the moneys I have received have been received from Mr. Ogden, the auditor of the custom-house, and he can testify to the amount I have received, when received, and from what source. I would say, also, that I have received no money by virtue of my office except through him. The money is always paid to Mr. Ogden in the first instance, and he makes the division, paying to me my share, for which I give him my receipt.

Question. Have all the amounts you have received from Mr. Ogden and receipted for been moneys to which you were yourself entitled?

Answer. Yes, sir; all except some amounts which have been paid to informers.

Question. Please explain how that is.

Answer. There are cases where parties dislike to and will not appear as informers, but are willing to furnish the revenue officers with information which will lead to conviction, upon the express understanding that their names are not to be used or exposed. In such cases the revenue officers have paid the parties twenty-five per cent. of what they receive as their share of the proceeds. In all cases the government gets one-half of the proceeds, and the amount that is paid to informers comes out of the share of the officers, and not out of the share of the government. We have done this under the express sanction of the Secretary of the Treasury, before whom I laid the matter and obtained his consent.

Question. Are cases of seizures ever settled privately by the revenue officers, to your knowledge?

Answer. There have been a few cases where the revenue officers have settled with parties with the consent of the Secretary of the Treasury.

Question. What is the mode of operation in such cases?

Answer. The same as in all other cases, except that upon the earnest and written request of the parties making the settlement the circumstances surrounding the case are not unnecessarily exposed, though the money, as in other cases, is paid in to the auditor. The auditor has all the papers and all the information upon that subject, and can give the amounts and the facts in writing. He is the only officer who has ever received any money, in the first instance, since I have been naval officer of this port.

Question. Are these settlements in every instance made with the express assent of the Secretary of the Treasury, or have you a discretion in the matter?

Answer. Where the amount is any considerable sum, the settlement is made with the consent of the Secretary. Where the amount is small, there is a discretion resting with the revenue officers here.

Question. Have you ever received a written statement of any employé of the custom-house in relation to smuggled goods?

Answer. I may have received such statements; if so, the matter was investigated at the time; and if any proceedings were taken, it is now a matter of record.

Question. Have you ever made any promise to any employés that if you succeeded in certain seizures they should make a handsome thing out of it?

Answer. As I before stated, I have told parties who did not wish to appear as informers that if they would furnish information which would lead to conviction, the revenue officers would make a division of the proceeds which they received; which, as I stated before, was an equal division—twenty-five per cent. to each. And I would say, further, that in every instance where information has been received which led to a conviction, the party has received his full share.

Question. Do you know anything in relation to the labor contract for storing, hauling, and delivery of goods in this city?

Answer. I know that that labor is done by contract, but I know nothing of the details of the matter.

NEW YORK, *September* 9, 1862.

RUFUS F. ANDREWS sworn:

Question. State your official position?

Answer. I am surveyor of the port of New York.

Question. How long have you held that office?

Answer. Since the 1st of August, 1861.

Question. What amount of money have you received by virtue of your office during that time?

Answer. I cannot tell, without reference to the account books. The salary is fixed by law. The auditor of the custom-house has an account of every cent I have received. The salary depends to some ex-

tent upon the fees. It cannot be over $4,900, and it has not amounted to that this year.

Question. What portion of the moneys you have received have been, in your judgment, derived from seizures?

Answer. I should think the receipts from seizures, during the last year, have been about twice the amount of the salary. As I have kept no books myself, I cannot tell the exact amount. The auditor's account will show the whole.

Question. Have you, by virtue of your office, received any moneys except those shown by the auditor's books?

Answer. Not one cent.

Question. Did you make any seizures in September or October, 1861?

Answer. I presume I did. About that time there was some jewelry seized which was taken from the persons of passengers who attempted to smuggle it into port. All that jewelry, and all jewelry seized since I have been in office, has been accounted for, item by item. A memorandum of it taken at the time showed of what it consisted, and it was brought to the office, sealed up, placed in the possession of the collector, and has either been sold or disposed of by due proces of law, or settlement made by the collector, in accordance with the revenue laws, and not a single item of that jewelry has been detained or received by me, or presented to anybody.

Question. State the names of the deputies who have generally been employed in making seizures.

Answer. My deputy is Thomas J. Brown, and the special officers who are inspectors are Graham, Isaacs, and Archer. These deputies are specially detailed to detect frauds upon the revenue when ships and steamers arrive; they are also the officers selected when we obtain warrants to enter persons' stores for the purpose of searching for goods which have been smuggled in. In all cases where they have visited stores they have done so under the warrant of the police magistrate, and have acted under my supervision; and any statement that settlements have been made by them is false. It is impossible, in the nature of things, that they could make such a settlement without its being known to me, and I know that nothing of the kind has been done. In every case where we have made seizures of merchants, the matter has been reported to the collector, and everything placed in his hands.

Question. Are you, or are your deputies, in the habit of seizing goods where there is a mere technical violation of law?

Answer. No, sir; never. Where there is a violation of the revenue law by a person attempting to smuggle in goods, we seize the goods. That is always done upon the arrival of steamers or vessels. We do not go into merchants' stores without a warrant.

Question. Has it ever been the practice to seize for a technical violation of law, and then follow it up by a settlement for a small amount, without going through the forms which the law requires?

Answer. There have been no seizures for a technical violation of law since I have been in office, and there has been no settlement except in cases where a settlement was authorized by the act of Congress upon

that subject. There are cases where invoices have been made up, and the property appraised by the appraiser under due form of law, and then the amount paid into the hands of the collector by the parties.

Question. Be good enough to state the course pursued in relation to the baggage of passengers coming from abroad.

Answer. We are required to make a careful examination of the baggage of every person arriving here. That is the business of myself and of the inspectors under me.

Question. In what way is that examination made?

Answer. By causing all the trunks to be opened and all the contents examined. Where we have cause to suspect a false bottom in a trunk, we cause a hole to be bored through to see whether it is so or not. The examination is a thorough one. In all cases baggage is examined, except where special instructions are given by the Secretary of the Treasury to pass baggage without examination, as in the case of foreign ministers and consuls.

Question. Do you know of any instances where the conduct of officers examining has been influenced by the payment of sums of money?

Answer. No, sir; and I do not believe any such instance has occurred. I am generally present on the examination of baggage to see that my officers do their duty properly.

Question. Is there any other source from which you receive money by virtue of your office, except those already mentioned—salary and your share of the seizure-money?

Answer. None whatever. I receive not a cent from any other source.

Question. Do you know of a practice existing among your officers, when importers get into difficulties by a violation of the revenue laws, of sending them to Craig & Webster as lawyers?

Answer. I do not. In some instances I have known such men to ask who were good revenue lawyers, and I have heard several names mentioned, among which were Craig & Webster, and Cutting & Dunning, all of whom have had considerable practice in that line.

Question. Do you know anything about a seizure of goods belonging to Herman Batjer?

Answer. I have no recollection of it.

Question. Do you know anything in relation to the ownership and rents of the bonded warehouses, and anything in relation to the labor contract?

Answer. I know nothing at all about them.

The witness being subsequently recalled, said:

I was mistaken in stating that the auditor's account would show my salary. That account he does not keep. My salary for the year ending the first of August was $4,549 96, of which $4,500 is allowed as salary absolutely, $45 being deducted for something, I know not what.

Question. The fees are limited so that you cannot have over $4,500 a year?

Answer. It does not amount to that much this year.

NEW YORK, *September* 9, 1862.

HAMILTON BRUCE sworn:

Question. Please state your official position.

Answer. I am deputy collector and ex officio storekeeper of the port, in charge of the third division.

Question. Please state what you know in relation to the ownership and rents of the bonded warehouses in the city of New York.

Answer. I can make the statement more accurately by going over to the office and getting a list of our stores. There are some 112 or 115 of them.

Question. State, as nearly as you can, everything in relation to the system.

Answer. There are five classes of stores. Stores of class one are no longer used at this port. Class two are used for depositing the goods of the importer only. Class three are used for the storage of general importations. Class four are cellars used for the storage of liquors only. Class five are sheds used for bulky articles, such as coal, marble, and the like. I think there are some 112 or 115 of them in all. Class one would be rented by the government, but there are no such stores in use here now. The government still have the unexpired lease of a store, class one, at Atlantic dock, but it is now used as class three. The government does not send any more store goods here.

Question. By whom are these stores generally owned, and how are they rented?

Answer. Class two are generally owned by large importers, such as large sugar-houses, who have these stores for the reception of their own property, and they can more than fill them. The cellars are used principally by liquor dealers for their own importations. Any person of respectable reputation, who feels disposed to take a store and run the risk of getting such storage as he can, may keep a store of class No. 3.

Question. By whom is the rate of storage fixed?

Answer. By the Chamber of Commerce. They have decided what rates shall be charged upon all goods which go under general orders, and that is paid by the parties who use the stores by the authority and consent of the custom-house. That is applicable only to general orders, because a party entering goods can designate any store he pleases to have the goods go to, and he can make any bargain he pleases. The rates of the Chamber of Commerce are rates which apply only in cases of dispute.

Question. Who are the principal owners of the warehouses now used as bonded warehouses?

Answer. There is not more than one individual who has two stores.

Question. How many bonded warehouses of class one has the government now?

Answer. None.

Question. How many of class two?

Answer. Five; and they are for the owners' own goods.

Question. How many of class three?

Answer. Fifty-one.

Question. How many of class four?

Answer. Forty-four.

Question. How many of class five?

Answer. Two.

Question. By whom are all these stores owned?

Answer. The owners are numerous. Their names are given upon a list I have.

Question. Who rents these bonded warehouses; the government or the proprietors of the stores?

Answer. The proprietors of the stores, except that class one would be rented by the government.

Question. Do you know anything about the amount paid by them for rent?

Answer. Of my own knowledge, I do not know; but I understand they rent for five, six, and even eight thousand dollars a year.

Question. Do you know anything about the profits arising to the proprietors from having these bonded warehouses?

Answer. I know nothing of the facts. I suppose, from the fact that many persons have continued in the business many years, that the business is self-sustaining.

Question. The amount of money paid for storage is regulated by the Chamber of Commerce?

Answer. Yes; in case of dispute. You can make a private arrangement if you please, and all you get storage for under that is so much saved.

Question. Please state what you know in relation to the general-order system.

Answer. The general-order goods, so called, are goods which arrive in vessels and are unclaimed or unentered by the consignee. By law the vessel has to discharge within a given time. If goods are not out of the vessel by that time and bonded, or the duty paid upon them, the collector and surveyor have an order sent for the discharge of that vessel, and those goods, denominated general-order goods, go into the nearest store in the district in which the vessel lies.

Question. Is it the rule that they shall be taken to the nearest store?

Answer. It is, in every instance.

Question. Can there be any favoritism shown?

Answer. No, sir; for, by direction of the collector, the goods go in every instance into the nearest store of the district.

Question. Is that ever changed?

Answer. Only when one store is full; and then they go into the next general-order store. That has occurred twice, and I have been so particular as to send to the proprietors of the stores and tell them they should not charge an additional cartage.

Question. What do you know of the terms, consideration, and profit of the labor contract for the storing hauling, and delivery of goods in the city of New York?

Answer. I know nothing about it. That is a matter of private contract with the parties, and with it the custom-house has nothing to

do, directly or indirectly. The contract is given to individuals, and they have all the business to attend to.

Question. Who are the contractors now?

Answer. I only know who they are by hearsay.

Question. Are there any limits and restrictions placed upon them by the custom-house?

Answer. I think the collector has absolute control over the whole matter. That is only an impression of mine.

Question. Then the government assumes the right of controlling this cartage, and it gives the privilege of doing this cartage to certain persons?

Answer. Yes, sir.

Question. Does he pay anything?

Answer. He obligates himself to perform the duty, and he may make something out of it, and he may lose something.

NEW YORK, *September* 9, 1862.

DEWITT C. GRAHAM sworn:

Question. State your official position.

Answer. I am inspector in the custom-house, and am attached to the office of the surveyor as one of his special aids.

Question. How long have you been in that position?

Answer. Nearly five years. I have been in the custom-house fourteen or fifteen years.

Question. What is your particular duty?

Answer. The duty assigned me is to board all steamers that arrive; examine the baggage of passengers, and obtain what information I can in relation to smugglers arriving here, both before and after the arrival of vessels; to accompany the collector, naval officer, and surveyor upon the examination of stores and the books therein, for the purpose of detecting frauds against the government; and, in fact, to make all seizures under the direction of the surveyor.

Question. What is your mode of proceeding?

Answer. Immediately upon boarding a vessel, if we have any information of the expected arrival of suspected persons, we obtain a list of the passengers to see whether it contains the names of those suspected persons. If it does, we seek for other information, to see whether any of their acts are suspicious. We then receive from them a written declaration of their luggage, and proceed to an examination of their effects; and where we have reason to suspect them, we examine their persons.

Question. How many persons are assigned to this special duty?

Answer. Deputy Surveyors Brown, Archer, Isaacs, and myself.

Question. Do you know of any instances where for any consideration, pecuniary or otherwise, baggage has been permitted to pass without inspection?

Answer. No, sir.

Question. Do you know of any instances where any parties con-

nected with the custom-house have permitted baggage to go through without a thorough examination?

Answer. I do not. We are very particular in relation to that. Under the previous administration Hart generally superintended the examination himself. Mr. Andrews does as nearly so as he can. I have known instances where ex-ministers, under a declaration that they had nothing dutiable with them, were allowed to pass, out of courtesy to them. In cases of that kind we consult the surveyor. We know we are watched, that others are looking on, and it makes us careful not to assume any responsibility ourselves.

Question. What course do you ordinarily pursue in making seizures?

Answer. When we discover smuggled goods, we immediately make an inventory of them, and then they are sealed up and sent to the public store, where they remain until an appraisement is ordered. The goods pass out of our hands immediately Where the parties desire it, we give them a list of what we take.

Question. Are any of these articles ever given up upon the condition of some pecuniary consideration to be paid?

Answer. I have never known such an instance. We are always too glad to make a seizure in order to get a little *eclat* for ourselves. I speak of the other gentlemen, as well as myself.

Question. After you have made the seizure and delivered the goods at the public store, your duty in regard to them ends?

Answer. Yes, after making our report to the collector, naval officer, and surveyor, of the circumstances under which the seizure was made. That report is made in writing.

NEW YORK, *September* 9, 1862.

THOMAS J. BROWN sworn:

Question. State your residence and official position.

Answer. I reside in Harlem, and am deputy surveyor.

Question. How long have you been such deputy?

Answer. I was made deputy surveyor about one month after Mr. Andrews came into office.

Question. What are your particular duties?

Answer. To examine the baggage of passengers arriving from foreign ports, and especially that of those of whom I have any suspicion.

Question. What is your duty in making such examinations?

Answer. In case of suspicion, we furnish the party with the form of a declaration on which he puts down so many trunks, so many packages, &c. This is signed and delivered to the inspector or officer who examines the baggage. If goods are found which are not upon the list, of course they are liable to confiscation.

Question. Have you ever permitted any baggage to pass without examination for a consideration, either pecuniary or otherwise?

Answer. Never, and all statements to that effect are false.

Question. Do you know of any of the men being allowed to pass baggage without examination for a pecuniary consideration?

Answer. I do not. On the contrary, whenever we have had a suspicion that an officer has taken any money on such an understanding, we go to the surveyor and inform him of that fact?

Question. Have you ever known an instance of men doing so? If so, what has been the result of the disclosure?

Answer. I never knew of but one instance, and that was under Hart. He dismissed the man immediately.

If it has been charged by one Edward M. Marsh that such things have been allowed, I have to say that all I know of him is what I have heard. I have seen the man in the street and passed the time of day with him, but never conversed with him. He was once considered of very great importance to the department in the way of giving information against different houses, and against merchants passing between this country and Europe. I have heard him spoken of as a man of no character whatever.

NEW YORK, *September* 9, 1862.

ALEXANDER ISAACS sworn:

Question. Please state your official position.

Answer. I am inspector of customs in this city, but am specially detached by the surveyor.

Question. For what purpose?

Answer. I was appointed in 1853 to make examinations into the matter of passengers and storekeepers.

Question. Are you in the habit of seizing goods?

Answer. I am.

Question. It is a part of your duty to examine the baggage of passengers?

Answer. Yes, sir; specially so.

Question. It is charged that you, with other inspectors performing the same duties, assume full authority to examine baggage; that you pass it with or without examination as you choose; that in many cases you receive money for passing baggage, five and ten dollars at a time, and that you do this as a regular business. What do you say to these charges?

Answer. I have never in my life received a shilling from any individual, except where it has been delivered over to the collector, surveyor, or naval officer, as money presented to me as a bribe. For instance, here is money (showing a roll of bills) which was offered to me this morning as a bribe. I received it, and then seized the man's goods and sent them to the public store. We often take such money when offered to us as a bribe, but we always deliver it to the custom-house officers.

NEW YORK, *September* 9, 1862.

JAMES B. ARCHER sworn:

Question. State your official position, and how long you have been in the custom-house.

Answer. I have been an inspector of customs since 1853.

Question. What is your special duty?

Answer. Boarding steamers and attending to office business.

Question. You have heard the questions put to Mr. Isaacs during his examination, and the answers thereto. So far as his answers were responsive to the interrogatories, are they true so far as regards yourself?

Answer. Yes, sir.

Question. Have you known of any practice existing whereby baggage has been permitted to pass without examination for any consideration whether of friendship or money?

Answer. No more than the instances stated by Brown.

Question. Do you know of any other instances?

Auswer. None whatever. Our orders from the collector and surveyor upon that subject are very strict. It is, that we shall make a strict examination of baggage. We generally go around among the inspectors and overlook everything that is being done.

Question. Your duty is rather to oversee than to make a personal examination yourself?

Answer. Yes, sir.

NEW YORK, *September* 10, 1862.

SAMUEL G. OGDEN sworn:

Question. What is your official position?

Answer. I am auditor of the custom-house.

Question. From the nature of your position there, does all the money coming into the hands of the collector, surveyor and naval officer of the port, by virtue of their offices, come through your hands?

Answer. All that accrues from seizures, fines, penalties and forfeitures.

Question. State the amount received by each of those officers from those sources from June, 1861, to July, 1862.

Answer. The amount received by the collector from April, 1861, up to and including July, 1862, was $12,617 63. The amounts received by the surveyor and naval officer, respectively, will only vary from that according to the time they respectively took office.

Question. When were they appointed?

Answer. I think the naval officer was appointed about the first of June. The appointment of the surveyor was later. I present a monthly statement of the amount received by the collector.

The statement was as follows:

1861.—June	$65	20
July	75	72
August	55	57
September	721	10
October	4,090	88
November	524	18
December	721	66
1862.—January	1,720	05
February	1,638	16
March	1,638	16
April	293	91
May	213	11
June	1,510	10
July	987	99
	12,617	63

Out of that sum it is understood that a considerable amount is paid for information.

Question. Have all the seizures made during that period been accounted for in that statement?

Answer. No, sir. Some cases are still pending, and are undetermined. The decision of the court may be in favor of the claimants, in which case the officers got nothing. For that reason it is impossible to form any estimate of what may accrue from those cases.

NEW YORK, *September* 10, 1862.

HIRAM BARNEY sworn:

Question. Please state your official position.

Answer. I am collector of the port of New York, and have been since April 8, 1861.

Question. I hand you a resolution passed by the House of Representatives, which you will please read, and then please state fully in relation to the several branches thereof.

The resolution above referred to was as follows:

"*Resolved*, That the committee on government contracts be directed to inquire into the amount of moneys received by the federal officers in the city of New York by virtue of their offices; also as to the ownership and rents of the bonded warehouses; also the terms, considerations, and profits of the labor contracts for the storing, hauling, and delivery, &c., of foreign goods in the city of New York, when made, by whom, and who are now interested in the same."

Answer. On a former examination I stated fully, in answer to the first part of the resolution, touching the amount of moneys received. The bonded warehouses are owned by individuals who take goods on storage, giving bonds for the safety, custody, and delivery of the

goods to the owners. The rates of storage are uniform and settled. The parties who bond their warehouses for the storage of imported goods also pay the salary of the government storekeeper, and of any other officer that may be needed to assist that storekeeper. Practically, therefore, the government pays nothing. They adopt this regulation to secure the safety of the goods while they are being warehoused, and before they are finally entered for consumption or withdrawn for exportation. It is no expense to the government. The charge is a matter between the keeper of the public store and the owners of the goods; but in case of a dispute in reference to a charge, the rates which have been determined by the Chamber of Commerce apply.

Question. What rules govern the contracts which are made by individuals with the government for these bonded warehouses?

Answer. There is no contract. The way is simply this: a man comes to me and wants his store made a bonded warehouse. Upon filing a bond and giving good security his store is made a bonded warehouse, as a matter of course, and he gets goods stored there if he can. The principle which governs me in reference to general orders is this, that the accommodations in the building shall be sufficient for the district to be served, and that the store itself shall be convenient to the place where most of the general-order goods are landed. There may be goods which go under general orders in any vessel, because that depends frequently upon whether they get them out in time. All goods that remain on board over three days go, as a matter of course, to the general-order stores. The advantage of these stores is, that such goods are generally wanted in a short time.

Question. Is it not considered a matter of great interest to parties to have their stores made general-order stores?

Answer. That depends entirely upon the store and its location. There is this about it: it is presumed that general-order stores have better accommodations than other stores, because we require superior accommodations for general orders.

Question. Is it not worth something to a man to have his store made a general-order store?

Answer. Sometimes it is, and sometimes it is not. I remember there was once considerable anxiety about some stores down in Broad or Liberty street, and I had occasion to inquire into the amount of storage which had been received at those general-order stores for six months, and the whole of it amounted to $168.

Question. State fully and particularly what you know in relation to the labor contract.

Answer. The labor contract was made in August, 1859, by Mr. Schell, under the sanction of the Secretary of the Treasury, with McIntyre, Bixby & Co., to perform certain labor about the appraisers' stores in the handling of goods. The labor contract, which was in existence for three years prior to September 5, 1862, expired with that day. I have now made arrangements to perform that labor by persons hired, or to be hired by the day, and a few clerks, upon an estimate of the expenditure for that purpose, by which the government will save, if our expectations are realized, some $37,000 per

annum upon the prices paid under the contract which has just expired.

There is not and never has been any contract, so far as I know, for the storing of goods. The contract was for hauling the goods to the appraisers' stores, and handling them there, and delivering them to the owners. The goods are stored in bonded warehouses, as I have already described, or in the general-order stores, which are also bonded warehouses, but which receive such goods from vessels as are not discharged within the time prescribed by law, and which are designated "unclaimed goods." These unclaimed goods may and sometimes do remain in store for a long period of time, but they generally remain for only a short period, and the profit upon them arises from that circumstance. It is a business which must be judiciously and carefully managed, in order to make money by the men who have the bonded stores.

Question. Who were interested in that labor contract so far as you know?

Answer. McIntyre, Bixby & Co. are the only parties I ever recognized as bound to perform that work and entitled to the pay, excepting that they gave a power of attorney to Wyman and Stevens to receive the money, and from that I inferred that they, in some way or another, were either wholly or partially interested in that contract. Whether any other parties were associated with them I have never been informed, and do not know.

Question. Who are Wyman and Stevens?

Answer. Wyman is a merchant here; Stevens, I believe, was a lawyer in Pennsylvania.

Question. By what means did those parties, so far as you know or believe, become interested in that contract?

Answer. I do not know the way the thing was accomplished.

Question. Did they manage the whole business as the attorneys of McIntyre, Bixby & Co.?

Answer. I do not know. I never meant to recognize that contract with McIntyre, Bixby & Co. any further than it had been recognized by the government, and I held them to the performance of the contract, and nobody else. The work has always been performed under the superintendence of Bixby.

NEW YORK, *December* 18, 1862.

SAMUEL G. OGDEN sworn:

Question. Your attention having been directed to this subject in your testimony heretofore, in connexion with the auditorship of the custom-house at this port, please state definitely the compensation received from the government by the three officers, the collector, the naval officer, and the surveyor of the port of New York, and in what manner it is paid?

Answer. The officers named derive their compensation from fees, subject to a limitation fixed by law; $6,000 in the case of the collector,

$5,000 in the case of the naval officer, and $4,500 in the case of the surveyor. The collector and surveyor receive, in addition, $400 per annum for services performed in other capacities, provided the fees for those services amount to so much. They always have amounted to that sum in the case of the collector, but perhaps not always in the case of the surveyor. In addition, they receive their proportion of fines, penalties, and forfeitures, as provided by the 91st section of the collection act of 1799. That act awards to those officers each one-third of the moiety of the net proceeds of such forfeitures, except in cases where there are informers. The informer receives one-half of the one moiety which would accrue to the officers.

Question. Where you use the term "informer," do you embrace every person who furnishes information upon which a violation of the revenue law is established, or do you only mean such persons as are openly known in the character of informer in the particular instance?

Answer. The only persons excepted by law are the collector, naval officer, and surveyor. Any other party, therefore, upon giving information, is entitled to a share.

Question. I want to know what meaning is attached to the word "informer" under the old act of 1799?

Answer. Any person giving information.

Question. Whether his name appears in the proceedings by which the condemnation is effected or not?

Answer. Certainly.

Question. And whether he is known as having furnished the information or not?

Answer. He must have furnished the information to the revenue officer. For instance, if I discover a fraud, and give notice thereof to the collector, I am entitled to claim my share as an informer.

Question. Without having filed any information under oath or otherwise?

Answer. An oath is not necessary.

Question. Nor writing?

Answer. It is not absolutely necessary that the information should be in writing.

Question. The practice is to give the informer one-half of the moiety going to the officers, whether the information is furnished secretly or openly?

Answer. Yes, sir.

Question. For what length of time have you been acting in the capacity of auditor?

Answer. Since January, 1842.

Question. What has been the practice, in your office, in reference to making memoranda, or furnishing data from which memoranda may be made, of amounts which may have been received by officers connected with the custom-house in the adjustment of claims against property or parties for alleged violation of the revenue laws, and which have not been the subject of any public proceeding?

Answer. The books kept in my office show the amounts paid in all such cases.

Question. State the practice.

Answer. The money is paid to me, and I distribute it according to law.

Question. By whom is it paid to you in cases where there has been an adjustment without any legal proceeding?

Answer. By the claimant, or the party who incurs the forfeiture.

Question. Does it always come directly to your hands from the person interested, or does it come through the intervention of some other custom-house officer? And how are you informed of the adjustment of the liabilities in cases where forfeitures have been inucrred and adjusted without any legal proceeding?.

Answer. By the officer in charge of that bureau, of which deputy collector Henry B. Stanton is the head. The adjustment is made in that bureau, but the money is generally brought by the claimant, though, in some instances, it may have been brought by persons in that office.

Question. Who exercises the authority of adjusting such cases?

Answer. The collector, naval officer, and surveyor, jointly.

Question. In such cases, do you, as auditor, become ever informed of the data upon which demands of the government are adjusted? or are you simply informed of the payment to the government of a specific sum of money?

Answer. The auditor has always the appraised value of the goods.

Question. Is the appraisement of the goods furnished to you?

Answer. Always.

Question. Through the law bureau?

Answer. Yes.

Question. What is the object of that mode of adjustment?

Answer. To save costs.

Question. Is that the only motive inducing that mode of adjusting these demands?

Answer. The motives are to save costs and delay.

Question. Are not these violations of law sometimes adjusted or compromised for the purpose of avoiding the publicity of legal proceedings; and if so, through the intervention of what officer is such compromise effected? What data is furnished to your office in such a case, and by whom is the money paid to you?

Answer. To avoid publicity may be an inducement upon the part of the claimant to settle in that way. I have no data of such cases, and am not aware of any such compromises being made beyond the mere fact of receiving the money, which is always paid in the same way. I always know the party by whom it is paid?

Question. Does your record show the person by whom the money is paid?

Answer. It shows the name of the party, and his admission of the forfeiture is filed.

Question. No sum of money, then, is ever paid to your office except in one of two ways: either the money comes through a regular judgment of forfeiture, or through what would be called a compromise of the transaction without the publicity of legal proceedings?

Answer. It comes either through the judgment of a court, or as a voluntary payment by the claimant of the goods.

Question. But where the payment is voluntary the record shows by whom paid and for what paid?

Answer. It shows the person for whom paid, for what paid, and the appraised value which forms the basis of the payment.

Question. In such cases is the appraised value of the property forfeited always paid?

Answer. Yes, sir.

Question. Under whose direction is that appraisement always made?

Answer. By the United States appraisers.

Question. By whom are they appointed?

Answer. By the President, by and with the advice and consent of the Senate. Three are appointed for this port, in addition to a general appraiser.

Question. Do you know of any instance, or have you heard of any, or of any facts tending to create a suspicion of the existence of any such, where property seized by any officer of the government for a violation, or alleged violation, of the revenue laws has been released by any authority whatever, except on the judgment of a court, without the appraised value of the property being paid into your office?

Answer. I know of no such cases, and have no suspicion that any such have ever occurred.

Question. If property is seized, then it is either regularly condemned or released, or the value of the property is paid into your office?

Answer. Yes, sir.

Question. In all cases?

Answer. Yes, sir.

Question. Will you furnish to the committee a statement of the moneys paid into your office during the four years preceding the first of December, 1862, on account of violation of the revenue laws, and specifying for what paid; whether on a judicial condemnation, compromise, or as the appraised value of the property; the person or persons by whom paid, with such a description of the property as may be conveniently furnished; also the amount paid during each of said years, and how much of it has been paid to the collector, naval officer, and surveyor for each of said years?

Answer. I will furnish such a statement.

The following is the statement subsequently furnished:

STATEMENTS

OF

FINES, PENALTIES, AND FORFEITURES

ACCRUED IN

THE DISTRICT OF NEW YORK.

Statement of fines, penalties, and forfeitures accrued in the district

Date.	Description of property.	Whether on judicial condemnation, voluntary payment of appraised value, or fine.
1858.		
Dec. 31	One case, C No. 3, and one bundle, C No. 4, containing embroideries, &c.	Judicial condemnation..
31	Five cases, [S] 7, 8, 11, 12, 16, containing sheepskins, &c....	....do....
31	One box and one valise, Daniel Dix, containing laces, &c....	....do....
31	One parcel without mark, containing embroideries, &c....	....do....
31	One parcel without mark, containing precious stones ..	....do....
31	865 1-10 boxes, 98 ¼ boxes, 2 cases marked "P P," containing cigars...	....do....
31	Six cases, C W No. 3, A M 80, 81, A G 56, &c., &c., containing straw and hair braid, &c.	....do....
31	89 cases, S. B. & Co., 10 cases, S. B. & Co., 1 case, S B—y 57, containing glass, fancy goods, &c	....do....
31	One package, John McKay, containing muslins, laces, &c....	....do....
1859.		
Jan. 31	Fine incurred by Captain Foster of bark Teresa, under section 50 of act of March 2, 1799.	Fine....
31	Illegal importation released from forfeiture by Secretary of Treasury, per letter December 29, 1858.	Fine equivalent to duties.
31	65 tierces and 27 barrels molasses....	Fine imposed by Secretary of Treasury.
31	1,041 1-10 boxes, 40 ¼ boxes, marked M N, and other cases, containing cigars.	Judicial condemnation..
31	14 cases, S H G 1, 2, 3, and L P 3496, 3497, &c., containing cut-glass, china, and metal goods.	....do....
31	One cask whiskey, marked C No. 1, and three cases brandy....	Fine imposed by Secretary of Treasury.
Feb. 28	One package, containing jewelry, laces, and other articles....	Judicial condemnation..
28	Two dozen bottles whiskey....	Fine imposed by Secretary of Treasury.
28	102 ¼ boxes, containing cigars....	Judicial condemnation..
28	Two trunks, marked Wm. Brown, containing shirts, linen, &c....	....do....
28	One case and one barrel, marked A. James, containing cigars....	....do....
28	One parcel, marked Charles Dupont, containing jewelry and other articles.	....do....
Mar. 31	A quantity of chamois, oil fleshes, glue, and other articles....	....do....
31	One case, marked Clark & Pendleton, containing cigars....	....do....
31	One case, marked B A 5934, containing corsets....	....do....
31	70 cases, marked F. & Co., containing German cigars....	....do....
31	Four cases, [A] [B] [C] [D], containing embroideries....	....do....
31	One case, [E], containing embroideries....	....do....
31	Sundry illegal importations released from forfeiture by Secretary of Treasury.	Fine imposed by Secretary of Treasury.
April 30	100 bales tobacco, marked P E..	Judicial condemnation..
30	Two case, C F A H, containing statuettes....	....do....
30	Remission of the forfeiture of the ship Humboldt, by warrant filed October 3, 1857.	Fine imposed by Secretary of Treasury.
30	One case optical instruments, marked A. B. & Co. 1617....	....do....
30	Two cases containing 48 bottles cordial....	Appraised value....
30	Sundry illegal importations released from forfeiture....	Fine imposed by Secretary of Treasury.
May 31	Five cases, S. H. & Co., containing fancy goods, &c....	Judicial condemnation..
31	One case [S] containing 8,000 cigars....	....do....
31	Fine incurred by Captain Larabee, of brig Abby Thaxter, under section 45 of act March 2, 1799.	Fine....
31	Bond of William Lobach and Edward Stucken for production of invoice, (per Queen of the Seas for Shanghae.)	Forfeiture....
31	Sundry illegal importations released from forfeiture....	Fine imposed by Secretary of Treasury.
31	Fine incurred by master of ship Betsey Ames under section 24 of act March 2, 1799.	Fine....
June 30	One case, marked C. S. & Co. 350, containing head-dresses, mock jewelry, &c.	Judicial condemnation..
30	Sundry illegal importations released from forfeiture....	Fine imposed by Secretary of Treasury.
30	Three cases calfskins, D V 3938, 14, 13, and five cases D V 3359, 8, 12, 224, 4318.	Judicial condemnation..
30	One parcel, marked John Sand, containing 12 watches, seized from a passenger per Kangaroo.	Appraised value....
30	One box, containing 850 cigars, seized from a passenger per Philadelphia.	Appraiser's value....
30	One barrel rum, 27½ gallons, J. M. V., by J. M. Valerino, per Jaffa....	Fine imposed by Secretary of Treasury.
July 31	2 gold watches, 3 silver watches, and one gold chain, &c., &c....	Judicial condemnation.
31	1 package without mark, containing 6 gold watches and 2 silver watches	....do....
31	1 case L F S, containing stereoscopic views, &c....	....do....

of New York from December 1, 1858, *to December* 1, 1859.

Claimants.	Gross proceeds.	Officers of court.	United States.	Informer.	Collector.	Naval officer.	Surveyor.
.....	$907 25	$145 57	$380 84	.....	$126 94	$126 95	$126 95
.....	519 35	124 79	197 28	$98 64	32 88	32 88	32 88
.....	1,006 61	145 21	431 70	.....	143 90	143 90	143 90
.....	121 91	97 85	.....	.....	8 02	8 02	8 02
.....	163 50	65 47	16 28	.....	27 25	27 25	27 25
.....	2,426 02	101 89	1,162 07	.....	387 36	387 35	387 35
.....	3,235 80	.....	1,617 90	.....	539 30	539 30	539 30
.....	9,988 75	216 33	4,886 21	.....	1,628 73	1,628 74	1,628 74
.....	91 63	91 63	.....	.....	.....	.....	.....
.....	400 00	.....	200 00	.....	66 67	66 66	66 67
.....	3 60	.....	1 80	.....	60	60	60
.....	147 04	.....	73 52	.....	24 51	24 51	24 50
.....	4,551 93	135 37	2,208 28	.....	736 10	736 09	736 09
.....	1,500 00	90 60	704 70	.....	234 90	234 90	234 90
.....	19 68	.....	9 84	.....	3 28	3 28	3 28
.....	1,010 00	90 55	459 73	.....	153 24	153 24	153 24
.....	3 00	.....	1 50	.....	50	50	50
.....	96 42	92 29	.....	.....	1 37	1 38	1 38
.....	103 27	93 25	.....	.....	3 34	3 34	3 34
.....	261 30	102 74	79 28	.....	26 43	26 42	26 43
.....	225 55	100 08	12 69	.....	37 60	37 59	37 59
.....	6,534 85	189 02	3,172 91	.....	1,057 64	1,057 64	1,057 64
.....	667 35	129 94	268 70	.....	89 57	89 57	89 57
.....	670 68	76 61	297 04	.....	99 01	99 01	99 01
.....	2,000 00	103 65	948 17	.....	316 06	316 06	316 06
.....	2,465 00	126 42	1,169 29	.....	389 77	389 76	389 76
.....	535 00	90 22	222 39	.....	74 13	74 13	74 13
.....	140 46	.....	70 23	.....	23 41	23 41	23 41
.....	1,469 20	183 83	642 67	.....	214 23	214 22	214 22
.....	138 40	92 96	.....	.....	15 14	15 15	15 15
.....	400 00	.....	200 00	.....	66 66	66 67	66 67
L. Struller	185 28	.....	92 64	.....	30 88	30 88	30 88
P. Herring	12 00	.....	6 00	.....	2 00	2 00	2 00
.....	18 30	.....	9 15	.....	3 05	3 05	3 05
.....	8,287 08	.....	4,143 54	.....	1,381 18	1,381 18	1,381 18
.....	360 00	70 60	144 70	.....	48 24	48 23	48 23
.....	189 00	.....	94 50	.....	31 50	31 50	31 50
.....	100 00	.....	50 00	.....	16 66	16 67	16 67
.....	21 00	.....	10 50	.....	3 50	3 50	3 50
.....	79 20	.....	39 60	.....	13 20	13 20	13 20
.....	201 00	66 92	33 58	.....	33 50	33 50	33 50
.....	13 20	.....	6 60	.....	2 20	2 20	2
.....	3,003 16	112 15	1,445 50	.....	481 83	481 84	481 84
.....	125 00	.....	62 50	.....	20 84	20 83	20 83
John Myers	20 40	.....	10 20	.....	3 40	3 40	3 40
.....	5 10	.....	2 55	.....	85	85	85
.....	181 00	101 17	.....	.....	26 61	26 61	26 61
.....	111 50	96 95	.....	.....	4 85	4 85	4 85
.....	196 34	100 52	.....	.....	31 94	31 94	31 94

Statement of fines, penalties, and forfeitures accrued

Date.	Description of property.	Whether on judicial condemnation, voluntary payment of appraised value, or fine.
1859.		
July 31	41 tubs Swiss cheese, R G, 2 casks sapsago cheese, S, 14 casks do, &c., &c.	Judicial condemnation.
31	11 cases S B, 8 a 18, containing hatters' furs, &c	do
31	Bond of J. E. Hanford to procure landing certificate	Forfeiture
31	One cask, containing 18 gallons whiskey, released from forfeiture	Fine imposed by Secretary of Treasury.
Aug. 31	24 cases, marked F T, &c., containing calfskins and other merchandise	Judicial condemnation.
31	One case, G A H No. 894, containing watch materials	do
31	Two kegs without mark, containing quinine and other merchandise	do
31	800 ¼ boxes cigars, marked Bella Cubana	do
31	Fine incurred by Capt. Gardner, of bark John Benson, under sec. 50, act 1799.	Fine
31	Sundry illegal importations released from forfeiture	Fine imposed by Secretary of Treasury.
31	Six cases, S & H, containing corsets, and other cases	Judicial condemnation.
31	Six cases, marked A M & C, containing manufactures of silk, corsets, &c.	do
31	One case, K No. 4, containing chinaware, &c., and other goods	do
31	One box, marked "Jas. McCreery," containing one stereoscope, &c	do
Sept. 30	One parcel, marked "John Foggan," containing embroideries, &c	do
30	Two packages, marked "Joseph Fletcher," containing gold watches and other jewelry.	do
30	One package, marked "Henri Williams," containing thread lace, &c	do
30	175 gross hock bottles and other articles	do
30	One trunk, without mark, containing silk and lace mantillas, &c	do
Oct. 31	Four cases, C L, containing ultramarine and other articles	do
31	One package, containing 5 dozen cigar-holders	do
31	N N P, one case, containing 35 dozen pairs of embroidered slippers	do
31	One parcel of jewelry	do
31	30 cases, S B 2400 a 2429, and other cases, containing cheese	do
31	100 1-10 boxes cigars, &c	do
31	One case, B del Pozo, containing cigars	do
31	One box, containing a lot of toys, child's doll, metal and wood boxes, and 5 indecent photographs.	Appraised value
31	Sundry illegal importations released from forfeiture	Fine imposed by Secretary of Treasury.
Nov. 30	441 bales tobacco, P H—A C, &c., &c	Judicial condemnation.
30	One parcel, marked "Colomb," containing a gold watch, jewelry, &c	Appraised value
30	7 casks soda condemned in the district of Rhode Island	do
30	One package, marked Mr. Fourrier, containing gold watches and jewelry.	Judicial condemnation.
30	30 parcels of merchandise, E B, &c., containing tools, &c	do
30	One package, marked "Denmead," containing 12 Scotch caps, ribbons, &c.	do
30	One case, marked A E, A. Moller & Co., No. 6, containing jewelry	do
30	One case, [C] No. 58, containing embroideries, &c	do

Statement of fines, penalties, and forfeitures accrued in the district

Date.	Description of property.	Whether on judicial condemnation, voluntary payment of appraised value, or fine.
1859.		
Dec. 31	11 1-10 boxes and 1 bag of cigars, seized from on board schooner Southerner from Havana.	Appraised value
31	Sundry illegal importations released from forfeiture	Fine imposed by Secretary of Treasury.
1860.		
Jan. 31	One trunk, containing watches, jewelry, &c	Judicial condemnation.
31	One case, N R No. 7, containing embroideries	do
31	One parcel, marked "Gambriel," containing jewelry	do
31	One package, marked "Simon," containing jewelry	do
31	One package, without mark, containing watch movements	do
31	One carpet-bag, containing needlework, &c.	do
31	16 cases, marked C L 166, 172, 44 B B 177, &c., containing flowers and confectionery.	do

in the district of New York, &c.—Continued.

Claimants.	Gross proceeds.	Officers of court.	United States.	Informer.	Collector.	Naval officer.	Surveyor.
.....	$5,804 06	.....	$2,902 03	.....	$967 34	$967 34	$967 35
.....	10,000 02	.....	5,000 01	.....	1,666 67	1,666 67	1,666 67
.....	40 00	.....	20 00	.....	6 66	6 67	6 67
J. Pitts	7 80	.....	3 90	.....	1 30	1 30	1 30
.....	11,628 15	$242 72	5,692 72	.....	1,897 57	1,897 57	1,897 57
.....	650 00	76 75	286 63	.....	95 54	95 54	95 54
.....	552 60	131 69	210 46	.....	70 15	70 15	70 15
.....	1,269 00	195 24	536 88	.....	178 96	178 96	178 96
.....	400 00	.....	200 00	.....	66 67	66 66	66 67
.....	10 20	.....	5 10	.....	1 70	1 70	1 70
.....	900 80	79 40	410 70	.....	136 90	136 90	136 90
.....	4,002 75	125 95	1,938 40	.....	646 14	646 13	646 13
.....	410 00	71 60	169 20	.....	56 40	56 40	56 40
.....	200 50	66 40	33 85	.....	33 41	33 42	33 42
.....	849 45	144 14	352 66	.....	117 55	117 55	117 55
.....	180 58	111 91	.....	.....	22 89	22 89	22 89
.....	175 92	98 32	.....	.....	25 86	25 87	25 87
.....	3,003 80	.....	1,501 90	.....	500 64	500 63	500 63
.....	87 00	87 00	.....	.....	.....	.....	.....
.....	5,003 19	138 04	2,432 57	.....	810 86	810 86	810 86
.....	205 00	76 40	26 10	.....	34 16	34 17	34 17
.....	274 00	77 78	98 11	.....	32 71	32 70	32 70
.....	800 00	74 40	362 80	.....	120 94	120 93	120 93
.....	6,800 23	166 00	3,317 11	.....	1,105 70	1,105 71	1,105 71
.....	359 90	113 94	122 98	.....	40 99	40 99	41 00
.....	224 50	102 34	9 91	.....	37 42	37 42	37 41
Dr. Menoral	15 00	.....	7 50	.....	2 50	2 50	2 50
.....	29 10	.....	14 55	.....	4 85	4 85	4 85
.....	16,407 00	309 30	8,048 85	.....	2,682 95	2,682 95	2,682 95
.....	75 00	.....	37 50	.....	12 50	12 50	12 50
John Lloyd	4,650 00	11 62	3,478 79	.....	386 53	386 53	386 53
.....	4,514 00	.....	2,257 00	.....	752 34	752 33	752 33
.....	4,123 67	124 86	1,999 40	.....	666 47	666 47	666 47
.....	113 50	75 48	.....	.....	12 68	12 67	12 67
.....	337 19	112 27	112 46	.....	37 48	37 49	37 49
.....	761 35	132 16	314 60	.....	104 87	104 86	104 86
	139,779 37	6,180 32	67,491 25	$98 64	22,003 07	22,003 03	22,003 06

of New York from December 1, 1859, *to December* 1, 1860.

Claimants.	Gross proceeds.	Officers of court.	United States.	Informer.	Collector.	Naval officer.	Surveyor.
.....	$51 00	.....	$25 50	....	$8 50	$8 50	$8 50
.....	34 86	.....	17 43	.....	5 81	5 81	5 81
Charles Warms	2,871 13	$286 77	1,292 18	.....	430 73	430 73	430 72
.....	319 54	109 30	105 12	.....	35 04	35 04	35 04
.....	4,713 06	323 78	2,194 64	.....	731 54	731 55	731 55
.....	2,820 92	239 07	1,290 93	$645 46	215 16	215 15	215 15
.....	148 50	98 24	.....	.....	16 76	16 75	16 75
.....	96 75	95 22	.....	.....	51	51	51
.....	1,803 82	93 85	854 98	.....	285 00	285 00	284 99

Statement of fines, penalties, and forfeitures accrued

Date.		Description of property.	Whether on judicial condemnation, voluntary payment of appraised value, or fine.
1860.			
Feb.	29	1 parcel, marked L M No. 113, containing jewelry, &c	Judicial condemnation
	29	1 case, marked H No. 102, containing galloons	do
	29	17 casks, marked R S No. 28 *a* 44, containing prunes, and other casks	do
	29	48 casks oil, S F, 91 *a* 138, and 72 chests of indigo, P S—A, and 14 chests indigo [P S]—A, 101 *a* 114.	do
	29	Sundry illegal importations released from forfeiture	Fine imposed by Secretary of Treasury.
	29	4 gold watches and 2 silver watches	Judicial condemnation
	29	Sundry illegal importations released from forfeiture	Fine imposed by Secretary of Treasury.
Mar.	31	One box, marked "E. Bandelari," containing coral ornaments	Judicial condemnation
	31	A quantity of embroidered collars, chemisettes, sleeves, and flounces	do
	31	Two cases, marked R. A. & Co.—M & S, containing cigars	do
	31	One parcel, marked Wallman C. Wallman, containing watches, &c	do
	31	One case, marked M T No. 2, containing spectacles, stereoscopic slides, &c.	do
	31	1 bale wool mats, marked 4 [101] 4—16	do
	31	1 case, W W No. 1781, containing engravings, &c	do
	31	1 case, H & T No. 67, containing optical instruments	do
April	30	2 cases, D & B No. 1262, 1263, containing stereoscopic views, &c., released from forfeiture.	Fine imposed by Secretary of Treasury.
	30	1 package, marked "John Arthur," containing jewelry	Judicial condemnation
	30	1 case, T T No. 2, containing books	do
	30	1 package, containing mock jewelry, seized from Rosenthal, passenger per Arago.	Appraised value
May	31	1 box, marked H & S No. 1011, containing 125 cigar tubes and 54 do. *indecent.*	do
	31	1 case, S. B. & Co., 6919, containing snuff boxes, &c., released from forfeiture.	Fine imposed by Secretary of Treasury.
	31	2 cases, [S] S 553, 554, containing handkerchiefs, &c., released from forfeiture.	do
	31	10 barrels of ale, containing less than 40 gallons each, released from forfeiture.	do
	31	176 boxes cigars, marked J R	Judicial condemnation
	31	1 tin box and 1 package, containing silks and ribbons	do
	31	1 case, marked A A S—G No. 6, containing cigars; remainder of cases acquitted by the court.	do
	31	1 trunk and 1 bag, containing cigars	do
	31	1 case, marked L. M. & Co., containing cigars	do
	31	1 case, marked M—+ 100, containing capes and sewing silk	do
June	30	Sundry illegal importations released from forfeiture	Fine imposed by Secretary of Treasury.
	30	1 case, marked A W 1374, containing photographs, released from forfeiture.	do
	30	1 case, J E 289, containing 75 pieces porcelain, (2 figures obscene)	Appraised value
	30	2 cases, G & N—N 986, 987, containing optical instruments, released from forfeiture.	Fine imposed by Secretary of Treasury.
July	31	4 cases, A & E 4000–1–4–5, containing bleached cottons and other cases and goods.	Judicial condemnation
	31	4¼ boxes and 11 1-10 boxes cigars, and 2 kegs tamarinds, found in bark N. W. Bridge, from Matanzas.	Appraised value
	31	3 packages, L 83, 84, 85, containing hair and bristles, and other packages.	Judicial condemnation
	31	1 case, M W—N 344, containing fancy goods, released from forfeiture	Fine imposed by Secretary of Treasury.
	31	8 packages, containing porcelain, pearls, jewelry, &c	Judicial condemnation
Aug.	31	A quantity of rags, sumac, almonds, and sulphur	do
	31	200 cases, M & G, containing olive oil	do
	31	Bark Julie, for violation of the navigation act of March 1, 1817	Fine imposed by Secretary of Treasury.
	31	Five cases, M Y, 1 *a* 5, containing cigars	Judicial condemnation
	31	Two cases, R J B, 2405, 2406, containing porcelain figures, &c	do
	31	1 parcel, S & L, containing watches	do
	31	42 bales, F M T, containing wool	do
Sept.	30	1 parcel, containing fans, silks, &c., seized for landing without permit	Appraised value
	30	1 parcel, containing diamond jewelry	Judicial condemnation
	30	126 bales, marked [A,] containing padding	do
	30	3 cases, marked C L, 508 *a* 510, containing confectionery	do
	30	1 bale, marked R H 6226, containing woolens	do
	30	Three pipes of gin	do
	30	4 cases, marked H M, containing confectionery	do
Oct.	31	1 parcel, without mark, containing jewelry, 407 gold finger-rings, &c	do
	31	1 package, containing 306 watches	do
	31	1 case, A R, No. 874, containing watchmakers' tools	do
	31	1 package, without mark, containing embroideries	do

in the district of New York, &c.—Continued.

Claimants.	Gross proceeds.	Officers of court.	United States.	Informer.	Collector.	Naval officer.	Surveyor.
.....	$705 46	$130 73	$287 36	.....	$95 79	$95 79	$95 79
.....	930 00	141 50	394 25	.....	131 41	131 42	131 42
.....	2,503 46	103 97	1,199 74	.....	399 92	399 91	399 92
.....	13,745 50	273 17	6,736 16	.....	2,245 39	2,245 39	2,245 39
.....	151 98	.....	75 99	.....	25 33	25 33	25 33
.....	165 00	63 62	18 88	.....	27 50	27 50	27 50
.....	48 04	.....	24 02	.....	8 01	8 01	8 00
.....	200 00	64 32	35 68	$50 00	16 67	16 66	16 67
.....	956 65	204 08	376 28	.....	125 43	125 43	125 43
.....	862 40	161 96	350 22	.....	116 74	116 74	116 74
.....	373 75	111 87	130 94	.....	43 65	43 65	43 64
.....	321 78	109 18	106 30	.....	35 43	35 43	35 44
.....	129 48	90 71	.....	.....	12 93	12 92	12 92
.....	66 50	66 50	.....	.....	.....	.....	.....
.....	54 57	54 57	.....	.....	.....	.....	.....
E. & J. Deraismes	95 34	.....	47 67	.....	15 89	15 89	15 89
.....	475 00	79 80	197 60	.....	65 87	65 87	65 86
.....	125 20	61 81	79	.....	20 87	20 87	20 86
.....	96 00	.....	48 00	.....	16 00	16 00	16 00
.....	65 00	.....	32 50	.....	10 84	10 83	10 83
Simon Bache & Co	68 40	.....	34 20	.....	11 40	11 40	11 40
A. & E. Scheitlin.....	196 80	.....	98 40	.....	32 80	32 80	32 80
James Salter.....	38 64	.....	19 32	.....	6 44	6 44	6 44
.....	662 95	129 88	266 54	.....	88 85	88 84	88 84
.....	137 00	97 57	.....	.....	13 14	13 14	13 15
.....	116 40	113 25	.....	.....	1 05	1 05	1 05
.....	66 20	66 20	.....	.....	.....	.....	.....
.....	84 38	84 38	.....	.....	.....	.....	.....
.....	93 09	93 09	.....	.....	.....	.....	.....
.....	31 08	.....	15 54	.....	5 18	5 18	5 18
A. Wallach.....	115 05	.....	57 53	.....	19 18	19 17	19 17
A. Moller & Co.....	40 00	.....	20 00	.....	6 66	6 67	6 67
Goldbacker & Newburgh Bros.	282 48	.....	141 24	.....	47 08	47 08	47 08
.....	6,508 14	162 44	3,172 85	.....	1,057 62	1,057 62	1,057 61
.....	102 80	.....	51 40	.....	17 14	17 13	17 13
.....	2,005 50	94 89	955 30	.....	318 44	318 43	318 44
Emden, Gaus & Co.....	56 16	.....	28 08	.....	9 36	9 36	9 36
.....	2,991 00	109 68	1,440 66	.....	480 22	480 22	480 22
.....	12,413 00	249 79	6,081 61	.....	2,027 20	2,027 20	2,027 20
.....	446 40	71 25	187 57	.....	62 53	62 52	62 53
.....	289 00	.....	144 50	.....	48 16	48 17	48 17
.....	978 00	206 56	385 72	.....	128 58	128 57	128 57
.....	153 50	139 30	.....	.....	4 73	4 73	4 74
.....	156 25	100 07	.....	.....	18 73	18 73	18 72
.....	3,048 40	109 94	1,469 23	.....	489 75	489 74	489 74
.....	88 00	.....	44 00	.....	14 66	14 67	14 67
.....	965 00	82 19	441 41	.....	147 14	147 13	147 13
.....	18,300 25	337 50	8,981 37	.....	2,993 80	2,993 79	2,993 79
.....	202 00	64 54	36 46	.....	33 67	33 66	33 67
.....	585 81	112 84	236 48	.....	78 83	78 83	78 83
.....	133 20	63 17	3 43	.....	22 20	22 20	22 20
.....	347 26	67 45	139 90	.....	46 64	46 64	46 63
.....	307 60	67 88	119 86	.....	39 96	39 95	39 95
.....	5,105 25	140 79	2,482 23	.....	827 41	827 41	827 41
.....	711 43	131 50	289 96	.....	96 65	96 66	96 66
.....	135 00	63 20	4 30	.....	22 50	22 50	22 50

Statement of fines, penalties, and forfeitures accrued

Date.		Description of property.	Whether on judicial condemnation, voluntary payment of appraised value, or fine.
1860.			
Oct.	31	1 tin case, marked G. Jocchim, containing gold leaf	Judicial condemnation .
	31	2 cases, marked J W Q 3570 and 3571, containing optical instruments, released from forfeiture.	Fine imposed by Secretary of Treasury.
Nov.	30	9 cases, marked J. H. & Co., Nos. 26 *a* 34, containing smoking pipes, &c., released from forfeiture.	do
	30	1 parcel, marked "L. Young," containing gold watch, scarf-pin, &c., seized from a passenger per Persia.	Appraised value
	30	5 dozen plated spoons and other goods	Judicial condemnation..
	30	Two packages of silverware and jewelry, without mark	do
	30	32 cases, marked R Nos. 1 *a* 32, containing red wine	do
	30	8 bales woolen cloth, marked C B Nos. 7880 *a* 7887	do
	30	A quantity of lace, 1 gold watch, and 3 neck chains	do
		Total	

Statement of fines, penalties, and forfeitures accrued in the di

Date.		Description of property.	Whether on judicial condemnation, voluntary payment of appraised value, or fine.
1860.			
Dec.	31	1 case, "A. Geiger," containing mock jewelry, &c	Fine imposed by Secretary of Treasury.
	31	[C] 1 *a* 13, 13 casks ale, each 4 dozen, per Andrew Jackson	Appraised value
	31	12 cases, marked H B, containing paper	Judicial condemnation..
	31	H M 1 and 2, 2 cases confectionery, forfeited under act March 2, 1857	Appraised value
	31	P B 446, 1 case printed books, photographs, &c.. do do	do
	31	4 cases, marked A L 2745 *a* 2748, containing human hair	Judicial condemnation..
	31	2 cases, marked C J No. 525 and 526, containing gold and silver watches.	do
	31	1 package of jewelry, marked John Calder	do
	31	1 case, marked S H and C No. 44, containing pantaloons	do
	31	1 bale, D No. 11, containing silk and cloth	do
	31	46 barrels of ale, marked [C] 1 *a* 46	do
	31	1 bale marked D No. 10, containing cloth, and package, "Thos. Myers," containing mantillas.	do
1861.			
Jan.	31	1 package, marked Mr. McMahon, containing jewelry	do
	31	1 package, marked M R ⅋ No. 28, containing human hair, metals, &c.	do
	31	Sundry illegal importations released from forfeiture	Fine imposed by Secretary of Treasury.
	31	1 case, marked R and G A W No. 101, containing perfumery, &c	do
Feb.	28	1 case, marked T C E No. 80, containing meerschaum pipes	Judicial condemnation..
	28	1 package, marked Valler, containing laces, &c	do
	28	1 bale, marked [J R—N Y] No. 112, containing vestings	do
	28	2 cases, marked I A R 107, 108, containing artificial flowers	do
Mar.	31	272 baskets India-rubber, marked T B C—B, released from forfeiture	Fine imposed by Secretary of Treasury.
	31	1 case, O R No. 6, containing mathematical and optical instruments	Judicial condemnation .
	31	3 hhds. and 12 cases, containing whiskey, released from forfeiture.	Fine imposed by Secretary of Treasury.
April	30	5 cases, E B H 1 *a* 5, containing gold and silver watches and watch movements.	Judicial condemnation .
	30	Cargo of the schooner Restless, released from forfeiture	Fine imposed by Secretary of Treasury.
	30	Sundry illegal importations released from forfeiture	do
	30	1 gold and diamond snuff-box, one diamond brooch, &c	Judicial condemnation .
	30	19 cases cigars, marked Z. B. & Co	do
May	31	1 package, marked Mr. Cromby, containing gold rings	do
	31	2 cases, marked H M 1 and 2, containing watches and clothes	do
	31	4 cases, marked [R T—B] 1339, 1340, 1342, 1343, containing silk laces	do
	31	1 package, marked "Miller," and 1 package, marked "Isaacs," containing watches, &c.	do

in the district of New York, &c.—Continued.

Claimants.	Gross proceeds.	Officers of court.	United States.	Informer.	Collector.	Naval officer.	Surveyor.
.....	$116 00	$97 93	.....	.....	$6 03	$6 02	$6 02
Jas. W. Queen & Co.....	203 07	.....	$101 53	.....	33 85	33 84	33 85
J. Hamburger & Co.....	85 92	.....	42 96	.....	14 32	14 32	14 32
.....	95 00	.....	47 50	.....	15 84	15 83	15 83
.....	550 00	71 50	239 25	.....	79 75	79 75	79 75
.....	401 30	69 74	165 78	.....	55 26	55 26	55 26
.....	550 50	71 26	239 62	.....	79 88	79 87	79 87
.....	1,521 63	112 83	704 40	.....	234 80	234 80	234 80
.....	155 16	77 30	28	.....	25 86	25 86	25 86
.....	96,570 69	6,423 93	44,733 57	$695 46	14,906 01	14,905 86	14,905 86

trict of New York from December 1, 1860, *to December* 1, 1861.

Claimants.	Gross proceeds.	Officers of court.	United States.	Informer.	Collector	Naval officer.	Surveyor.
.....	$60 00	.....	$30 00	.....	$10 00	$10 00	$10 00
Jas. Callender & Co.....	93 00	.....	46 50	.....	15 50	15 50	15 50
.....	690 80	$73 36	308 72	.....	102 90	102 91	102 91
H. Maillard.....	79 66	.....	39 83	.....	13 28	13 27	13 28
Paul Bossange.....	91 25	.....	45 62	.....	15 21	15 21	15 21
.....	1,000 00	78 00	461 00	.....	153 66	153 67	153 67
.....	3,998 35	124 19	1,937 08	.....	645 70	645 69	645 69
.....	170 00	75 80	9 20	.....	28 34	28 33	28 33
.....	112 50	102 61	.....	.....	3 29	3 30	3 30
.....	79 50	74 00	.....	$2 75	91	92	92
.....	203 72	115 12	.....	.....	29 54	29 53	29 53
.....	165 80	75 72	7 18	41 45	13 81	13 82	13 82
.....	300 00	66 40	116 80	.....	38 94	38 93	38 93
.....	650 00	89 20	280 40	.....	93 46	93 47	93 47
.....	173 46	.....	86 73	.....	28 91	28 91	28 91
R. & G. A. Wright.....0	93 39	.....	46 69	.....	15 57	15 57	15 56
.....	305 72	115 01	95 36	.....	31 79	31 78	31 78
.....	165 33	106 66	.....	.....	19 55	19 56	19 56
.....	95 30	95 30	.....	.....	.....	.....	.....
.....	43 26	43 26	.....	.....	.....	.....	.....
Tappan, McBurney & Co..	1,050 00	.....	525 00	.....	175 00	175 00	175 00
.....	130 00	64 12	88	.....	21 67	21 67	21 66
.....	77 10	.....	38 55	.....	12 85	12 85	12 85
.....	2,000 00	170 95	914 53	.....	304 84	304 84	304 84
.....	2,751 36	.....	1,375 68	.....	458 56	458 56	458 56
.....	79 22	.....	39 61	.....	13 21	13 20	13 20
.....	2,125 00	153 70	985 65	.....	328 55	328 55	328 55
.....	1,506 13	87 31	709 41	.....	236 47	236 47	236 47
.....	236 44	109 09	9 13	.....	39 41	39 40	39 41
.....	394 32	119 85	137 24	.....	45 74	45 75	45 74
.....	731 00	146 56	292 22	.....	97 41	97 40	97 41
.....	235 00	109 06	8 44	58 75	19 58	19 59	19 58

Statement of fines, penalties, and forfeitures accrued

Date.		Description of property.	Whether on judicial condemnation, voluntary payment of appraised value, or fine.
1861.			
May	31	10 cases, marked J. H. Ransom & Co., containing India-rubber goods	Judicial condemnation
	31	1 package, marked Mr. Morland, containing jewelry	do
	31	2 cases, S W 1 and 2, containing medicinal preparations	do
	31	3 cases, marked [R and C,] &c., containing paintings, &c.	do
	31	A B 270, containing watch glasses	do
June	30	1 case, marked A C, containing cigars	do
	30	1 package, marked "A. D. Clourt," containing jewelry	do
	30	1 package, containing jewelry, seized from Mr. Goldsmith	do
	30	3 cases, marked [V—P] [V—C,] containing brandy	do
July	31	8 cases, marked [P] 1 *a* 8, containing Guava jelly	do
	31	1 case, leather and metal, S T No. 9, and 1 case pocket-books, S T No. 8.	do
	31	1 case, A D No. 1, containing gold and silver watches	do
Aug.	31	2 gold and diamond finger-rings	do
	31	1 package, containing watches and jewelry	Appraised value
Sept.	30	A quantity of shawls, handkerchiefs, &c.	Judicial condemnation
	30	A quantity of laces	Appraised value
	30	12 cases toys, M. L. & Co., 41 *a* 44, 9052, 9053, 8951, 8952, 9221, 9222, 9413, 9414.	do
	30	The schooner Genoa, her tackle and cargo	Judicial condemnation
	30	7 barrels sugar, forfeited for not being upon manifest	Forfeiture
	30	3 bales, marked "Louis Glauz," containing furs, &c.	Judicial condemnation
	30	12 gold chains, and other articles	do
Oct.	31	75 casks, B B S, 6 casks, B, and 24 casks, [C,] containing salted skins.	do
Nov.	30	1 package, marked Hana Brookman, containing penknives	Appraised value
	30	2 cases, C. P. & Co., 22 and 23, containing balloons	do
	30	1 diamond stomacher, 1 emerald, and 1 pair ear-rings	do
	30	A quantity of ribbons	do
	30	3 cases, F W C 43, 45, 50, and 6 cases, F W &c., containing calfskins	Judicial condemnation
	30	A lot of jewelry and silverware	Appraised value
		Total.	

Statement of fines, penalties, and forfeitures accrued in the district

Date.		Description of property.	Whether on judicial condemnation, voluntary payment of appraised value, or fine.
1861.			
Dec.	31	A C, 200 cases of prepared vegetables	Appraised value
	31	F J E 34, 35, 105, 108, 109, five cases optical instruments	do
	31	1 package watches and jewelry	do
	31	1 package, containing 4 gold scarf-pins and 2 finger-rings	do
1862.			
Jan.	31	234 boxes, marked F, containing sugar	Judicial condemnation
	31	252 boxes, marked A, 62 boxes, marked B, 165 boxes, marked C, containing sugar.	do
	31	56 hhds sugar, marked A 101 to 150, 175 to 180	do
	31	1 package, containing 2 gold watches, &c.	do
	31	F O 857 to 864, eight cases calfskins	Appraised value
	31	J W 52, 1 case chains, W B 1109, 1110, 912, 913, 4 cases leather and metal.	do
	31	1,200 cases sweet oil, marked D L	Judicial condemnation
	31	2 cases photograph paper and chemicals, marked F B 303, 304	do
Feb.	28	A B 261, 15, 16, &c., 9 cases, containing silk velvets, laces, calfskins, &c	Appraised value
	28	13 cases, containing cigars, pipes, and boxes	do
	28	1 trunk, 1 bundle, and 2 cases, containing cigars, china, sweetmeats, and jelly.	do
	28	1 trunk, containing cigars	do
April	30	1 package, marked Mr. Campaignar, containing 1 gold watch, chain, and ring.	do
	30	2 packages, containing a quantity of watches	do
	30	1 package, containing a quantity of jewelry and watches	do

in the district of New York, &c.—Continued.

Claimants.	Gross proceeds.	Officers of court.	United States.	Informer.	Collector.	Naval officer.	Surveyor.
.....	$98 26	$98 26	.....	.....	.....	.....	.....
.....	65 35	65 35	.....	.....	.....	.....	.....
.....	29 64	29 64	.....	.....	.....	.....	.....
.....	100 32	100 32	.....	.....	.....	.....	.....
.....	79 50	79 50	.....	.....	.....	.....	.....
.....	288 90	104 85	$92 02	.....	$30 67	$30 68	$30 68
.....	114 50	95 51	.....	.....	6 33	6 33	6 33
.....	466 00	74 79	195 61	.....	65 20	65 20	65 20
.....	277 80	108 40	84 70	.....	28 24	28 23	28 23
.....	124 25	108 88	.....	$7 68	2 56	2 56	2 57
.....	334 55	117 39	108 58	.....	36 20	36 19	36 19
.....	525 00	70 67	227 16	.....	75 72	75 73	75 72
.....	370 00	71 65	149 18	.....	49 73	49 72	49 72
.....	35 00	.....	17 50	.....	5 84	5 83	5 83
.....	4,985 74	143 01	2,421 37	1,210 68	403 56	403 56	403 56
.....	50 00	.....	25 00	.....	8 34	8 33	8 33
.....	878 89	.....	439 45	.....	146 48	146 48	146 48
.....	300 00	142 20	78 90	.....	26 30	26 30	26 30
.....	75 00	.....	37 50	.....	12 50	12 50	12 50
.....	550 00	85 00	232 50	.....	77 50	77 50	77 50
.....	360 00	81 45	139 27	.....	46 42	46 43	46 43
.....	24,986 48	441 21	12,272 63	.....	4,090 88	4,090 88	4,090 88
.....	20 00	.....	10 00	.....	3 34	3 33	3 33
.....	450 00	.....	225 00	.....	75 00	75 00	75 00
.....	500 00	.....	250 00	.....	83 34	83 33	83 33
.....	72 00	.....	36 00	.....	12 00	12 00	12 00
.....	2,100 00	96 00	1,002 00	.....	334 00	334 00	334 00
.....	99 00	.....	49 50	.....	16 50	16 50	16 50
.....	58,222 79	4,309 35	26,641 32	1,321 31	8,650 30	8,650 26	8,650 25

of New York from December 1, 1861, *to December* 1, 1862.

Claimants.	Gross proceeds.	Officers of court.	United States.	Informer.	Collector.	Naval officer.	Surveyor.
.....	$1,485 00	.....	$742 50	.....	$247 50	$247 50	$247 50
F. J. Emerick	2,500 00	.....	1,250 00	.....	416 66	416 67	416 67
J. San Roman.....	320 00	.....	160 00	.....	53 34	53 33	53 33
.....	25 00	.....	12 50	.....	4 16	4 17	4 17
.....	7,252 00	$184 58	3,533 71	.....	1,177 90	1,177 90	1,177 91
.....	14,606 20	296 59	7,154 80	.....	2,384 94	2,384 94	2,384 93
.....	4,300 00	116 50	2,091 75	.....	697 25	697 25	697 25
.....	113 61	95 64	.....	.....	5 99	5 99	5 99
Dingelstedt & Co.....	5,000 00	.....	2,500 00	.....	833 34	833 33	833 33
J. Wetzlar & Brother.....	2,015 27	.....	1,007 63	.....	335 88	335 88	335 88
.....	3,269 00	.....	1,634 50	.....	544 84	544 83	544 83
.....	76 50	76 50	.....	.....	.....	.....	.....
A. Boscher	7,500 00	.....	3,750 00	.....	1,250 00	1,250 00	1,250 00
J. Hamburger & Co.....	2,123 15	.....	1,061 57	.....	353 86	353 86	353 86
M. Cohen	144 50	.....	72 25	.....	24 09	24 08	24 08
J. L. Coit.....	61 25	.....	30 62	.....	10 21	10 21	10 21
.....	90 00	.....	45 00	.....	15 00	15 00	15 00
A. W. Freeman	222 40	.....	111 20	.....	37 07	37 06	37 07
James Cook	290 00	.....	145 00	.....	48 33	48 34	48 33

Statement of fines, penalties, and forfeitures accrued

Date.		Description of property.	Whether on judicial condemnation, voluntary payment of appraised value, or fine.
1862.			
April	30	1 package, marked H. Feldman, containing pipes	Appraised value
	30	1 case, C B and S, No. 124, containing calfskins	do
	30	1 case, containing photographs, &c., marked D B—H, No. 336	Judicial condemnation
	30	7 barrels rum, marked [72] 1 to 7	do
	30	3 packages silk and worsted	do
	30	1 case, marked U H B D, No. 1, containing watches	do
	30	7 quarter-casks spirits, marked F O	do
	30	1 gold watch and other jewelry	do
	30	1 case photographs, marked [P—L] No. 30	do
	30	1 case prints, marked E L, No. 517	do
	30	2-16 of the schooner Mary C. Hopkins, her tackle, &c	do
	30	Schooner W. H. Raritan, her tackle, &c	do
May	31	4-32 of the ship John Cottle, her tackle, &c	do
	31	4-32 of the ship Liberty, her tackle, &c	do
	31	¼ of the ship Claremont, her tackle, &c	do
	31	Part of the ship Sebastian Cabot, her tackle, &c	do
	31	⅛ of the brig Mary McRae, her tackle, &c	do
	31	1 package, containing silverware, brushes, and silver-gilt jewelry	Appraised value
	31	1 package, containing gold watches, chains, and jewelry	do
	31	3 packages, containing plated spoons, &c	do
	31	3 packages, containing metal and clay pipes, &c	do
June	30	1 cask prune brandy, G K 159	do
	30	6 cases F G 432, 433, 435, 436, 440, 442, containing metal, &c	do
	30	2 cases human hair, V H 48 and 51	Judicial condemnation
	30	18 cases and 118 packages marked W R, containing books, newspapers, and periodicals.	do
	30	A quantity of books, newspapers, &c	do
	30	25 packages, marked Wilmer & Rogers, containing books, newspapers, &c	do
	30	2 packages, watches and jewelry	do
	30	1 trunk, containing 10,000 cigars	do
	30	1 package photographic lenses, marked Fred. Lichtenfels	do
July	31	7 packages, marked J B H 480 *a* 486, containing hair, artificial flowers, &c	Appraised value
	31	1 package embroidery, released from forfeiture	Fine imposed by Secretary of Treasury.
	31	C S 1 & 2, two casks, containing prune brandy	Appraised value
	31	4-16 of the schooner Sunny South, her tackle, &c	Judicial condemnation
	31	2-16 of the brig General Bailey, her tackle, &c	do
	31	S T 16 *a* 35, 20 casks gin, released from forfeiture	Fine imposed by Secretary of Treasury.
	31	I S P 42 43, two casks of plum brandy	Appraised value
	31	1 package, jewelry	do
	31	1 case fancy goods, B A K No. 2, released from forfeiture	Fine imposed by Secretary of Treasury.
	31	W H 89 90, two casks kirchenwasser, released fromforfeiture	do
Aug.	31	1 case, marked C. Glutz & Co., containing watches	Judicial condemnation
	31	1 case, marked H & F—J H No. 153, containing fancy goods, released from forfeiture.	Fine imposed by Secretary of Treasury.
	31	2 casks whiskey, marked McMurchy, Balston & Co	Judicial condemnation
	31	1 trunk, marked S M, containing pearls, laces, &c	do
	31	1 gold hunter watch	do
	31	1 package watches	do
	31	1 package, marked "L. Sievi"	do
	31	1 package, containing watches and jewelry	Appraised value
	31	do do do	do
	31	1 package, containing 5 silver watches	do
Sept.	30	200 cases olive oil, A T; 16 packages wine, A T; and other merchandise.	Judicial condemnation
	30	1 package, containing silk and jewelry	Appraised value
	30	1 trunk, 1 bag, and 1 parcel, containing watches	do
	30	1 case, containing cloth, &c	do
	30	1 bag and 1 case, containing diamonds, jewelry, &c	do
	30	2 trunks and 3 packages, containing ribbons, embroideries, &c	do
	30	1 case watches, marked C G 275, released from forfeiture	Fine imposed by Secretary of Treasury.
	30	1 case fancy goods, H B 3959	do
	30	1 package gold jewelry	Appraised value
	30	1 package, containing diamond, jewelry, &c	do
	30	Sundry illegal importations released from forfeiture	Fine imposed by Secretary of Treasury.
Oct.	31	1 trunk, containing cigars, watches, jewelry, &c	Appraised value
	31	1 trunk, containing silks, laces, watches, &c	do
	31	Jewelry	do
	31	4 cases, marked [A C R] No. 134; 1 trunk, marked John Russell, &c., containing shawls, laces, gloves, &c.	do
	31	1 package, containing sewing silk, &c	do

in the district of New York, &c.—Continued.

Claimants.	Gross proceeds.	Officers of court.	United States.	Informer.	Collector.	Naval officer.	Surveyor.
.....	$15 00	.....	$7 50	.....	$2 50	$2 50	$2 50
C. Benkert & Son.....	762 29	.....	381 14	.....	127 05	127 05	127 05
.....	191 60	$81 61	13 89	.....	31 84	31 83	31 83
.....	194 25	103 98	.....	..	30 09	30 09	30 09
.....	100 07	93 96	.....	.....	2 03	2 04	2 04
.....	542 25	126 70	207 77	.....	69 26	69 26	69 26
.....	77 42	77 42	.....	.....	.....	.....	.....
.....	77 15	77 15	.....	.....	.....	.....	.....
.....	95 56	95 56	.....	.....	.....	.....	.....
.....	73 70	73 70	.....	.....	.....	.....	.....
.....	85 00	85 00	.....	.....	.....	.....	.....
.....	150 00	150 00	.....	.....	.....	.....	.....
.....	575 00	203 58	185 71	.....	61 90	61 91	61 90
.....	400 00	237 70	81 15	.....	27 05	27 05	27 05
.....	250 00	237 02	6 49	.....	2 16	2 16	2 17
.....	250 00	184 95	32 53	.....	10 84	10 84	10 84
.....	1,125 00	903 07	110 96	.....	36 99	36 99	36 99
Mr. Stadner	40 00	.....	20 00	.....	6 66	6 67	6 67
Charles Spanseil.....	65 00	.....	32 50	.....	10 81	10 83	10 83
M. Chappelier	200 00	.....	100 00	.....	33 34	33 33	33 33
Louis Brett.....	140 00	..	70 00	.....	23 33	23 33	23 34
G. & J. Klander	104 00	.....	52 00	.....	17 33	17 33	17 34
F. Gombault.....	1,350 00	.....	675 00	.....	225 00	225 00	225 00
.....	2,500 00	102 60	1,198 70	.....	399 57	399 57	399 56
.....	2,803 44	120 74	1,341 35	.....	447 11	447 12	447 12
.....	1,432 06	100 78	665 64	.....	221 88	221 88	221 88
.....	764 50	71 14	346 68	.....	115 56	115 56	115 56
A. Benkard & Bros.....	561 00	118 39	221 30	.....	73 77	73 77	73 77
.....	125 00	95 34	.....	.....	9 88	9 89	9 89
.....	34 50	34 50	.....	.....	.....	.....	.....
J. B. Holderman.....	4,572 00	.....	2,286 00	.....	762 00	762 00	762 00
.....	46 30	.....	23 15	.....	7 71	7 72	7 72
.....	102 00	.....	51 00	.....	17 00	17 00	17 00
.....	300 00	155 40	72 30	.....	24 10	24 10	24 10
.....	500 00	190 75	154 63	.....	51 54	51 54	51 54
.....	491 84	.....	245 92	.....	81 98	81 97	81 97
Jos. Sperry.....	70 00	.....	35 00	.....	11 66	11 67	11 67
John Castro	69 00	.....	34 50	.....	11 50	11 50	11 50
F. Tomes & Co.....	87 00	.....	43 50	.....	14 50	14 50	14 50
Alberts & Co.....	36 00	.....	18 00	.....	6 00	6 00	6 00
.....	1,070 00	151 44	459 28	.....	153 10	153 09	153 09
.....	95 40	.....	47 70	.....	15 90	15 90	15 90
.....	188 76	100 13	.....	.....	29 55	29 54	29 54
.....	312 40	106 35	103 03	.....	34 34	34 34	34 34
M. Dubois.....	100 00	92 85	.....	.....	2 39	2 38	2 38
J. Bumch.....	305 50	105 92	99 79	.....	33 26	33 26	33 27
L. Sievi.....	193 50	98 66	.....	.....	31 61	31 62	31 61
B. Siegel.....	145 00	.....	72 50	.....	24 16	24 17	24 17
Louis Schlesinger	113 00	.....	56 50	.....	18 84	18 83	18 83
Mr. Wurzer.....	40 00	.....	20 00	.....	6 66	6 67	6 67
.....	2,118 00	96 67	1,010 66	.....	336 89	336 89	336 89
.....	75 00	.....	37 50	.....	12 50	12 50	12 50
Jacob Seligman.....	325 00	.....	162 50	.....	54 16	54 17	54 17
G. Kaeppel.....	25 00	.....	12 50	.....	4 17	4 17	4 16
Chs. Baeder.....	475 00	.....	237 50	.....	79 16	79 17	59 17
S. Choen.....	275 00	.....	137 50	.....	45 84	45 83	45 83
C. Glatz.....	317 25	.....	158 62	.....	52 87	52 88	52 88
Hacht & Co.....	251 55	.....	125 78	.....	41 93	41 92	41 92
F. Kreibmayer.....	1,187 91	.....	593 95	.....	197 98	197 99	197 99
H. Siering.....	600 00	.....	300 00	.....	100 00	100 00	100 00
.....	851 45	.....	425 72	.....	141 91	141 91	141 91
Carlos Torchi.....	1,200 00	.....	600 00	.....	200 00	200 00	200 00
Madame Mallet.....	350 00	.....	175 00	.....	58 34	58 33	58 33
Hy. Karston	203 00	.....	101 50	.....	33 84	33 83	33 83
.....	3,500 00	.....	1,750 00	.....	583 34	583 33	583 33
Mr. Opperheim	53 00	.....	26 50	.....	8 83	8 83	8 84

Statement of fines, penalties, and forfeitures accrued

Date.		Description of property.	Whether on judicial condemnation, voluntary payment of appraised value, or fine.
1862.			
Oct.	31	21 cases merchandise, L P—D F, &c., containing clocks, cloths, &c	Judicial condemnation
	31	1 case merchandise, A M No. 501	Appraised value
	31	A N No. 3, one cask prune brandy	do
	31	R A 24, 25, 31, 32, four cases, containing artificial flowers, laces, &c	do
	31	20 cases merchandise, [N D,] Madame Dieden, claimant	Judicial condemnation
	31	1 case, D F 1320, containing laces	Appraised value
	31	1-16 of the bark Bounding Billow, her tackle, &c	Judicial condemnation
Nov.	30	Schr. Wm. E. Alexander, released from forfeiture	Fine imposed by Secretary of Treasury.
	30	4 casks prune brandy, M 1 *a* 4	Judicial condemnation
	30	77 boxes cigars and 1 package, containing 23 packages and 91 pieces silk ribbon.	do
	30	3 boxes cigars, S del Pozo, 1 *a* 3	do
	30	1 package jewelry	do
	30	1 case essential oils, O F 10	do
	30	2-16 of the schooner Mobile, her tackle, &c	do
	30	2 cases, R A 23, 24, containing embroideries, laces, and flowers	Appraised value
	30	3 cases gloves, [S & L] 741 *a* 743, and 60 other cases, variously marked.	Judicial condemnation
	30	8 cases cotton goods, and 52 cases other goods	do
	30	1 Virginia 6 per cent. bond, and 2 packages gold lace	do
	30	1-16 of the schooner Virginia, her tackle, &c	do
		Total	

RECAPIT

December 1, 1858, to December 1, 1859	
December 1, 1859, to December 1, 1860	
December 1, 1860, to December 1, 1861	
December 1, 1861, to December 1, 1862	
Total	

in the district of New York, &c.—Continued.

Claimants.	Gross proceeds.	Officers of court.	United States.	Informer.	Collector.	Naval officer.	Surveyor.
.....	$10,000 00	$215 50	$4,892 25	.....	$1,630 75	$1,630 75	$1,630 75
Madame A. Mallet.....	500 00	.....	250 00	.....	83 34	83 33	83 33
Jas. Sheppard.....	80 50	.....	40 25	.....	13 41	13 42	13 42
Geo. Adams	650 00	.....	325 00	.....	108 34	108 33	108 33
Madame Dieden	7,000 00	170 50	3,414 75	.....	1,138 25	1,138 25	1,138 25
D. Freres.....	2,000 00	.....	1,000 00	.....	333 34	333 33	333 33
.....	150 00	150 00	.....	.....	.....	.....	.....
.....	825 60	.....	825 60	.....	.....	.....	.....
.....	132 92	111 03	.....	.....	7 29	7 30	7 30
.....	379 37	114 22	132 57	$66 29	22 09	22 10	22 10
.....	517 70	124 92	196 39	.....	65 47	65 46	65 46
.....	437 25	114 16	161 54	.....	53 85	53 85	53 85
.....	350 00	69 90	140 05	.....	46 69	46 68	46 68
.....	1,125 00	227 34	448 83	.....	149 61	149 61	149 61
Geo. Adams	2,000 00	.....	1,000 00	.....	333 34	333 33	333 33
.....	11,973 00	245 09	5,863 96	.....	1,954 65	1,954 65	1,954 65
.....	9,013 00	200 69	4,406 15	.....	1,468 72	1,468 72	1,468 72
.....	23 00	23 00	.....	.....	.....	.....	.....
.....	140 00	140 00	.....	.....	.....	.....	.....
.....	134,419 27	7,149 22	63,828 71	66 29	21,125 04	21,125 00	21,125 01

ULATION.

.....	139,779 37	6,180 32	67,491 25	98 64	22,003 07	22,003 03	22,003 06
.....	96,570 69	6,423 93	44,733 57	695 46	14,906 01	14,905 86	14,905 86
.....	58,222 79	4,309 35	26,641 32	1,321 31	8,650 30	8,650 26	8,650 25
.....	134,419 27	7,149 22	63,828 71	66 29	21,125 04	21,125 00	21,125 01
.....	428,992 12	24,062 82	202,694 85	2,181 70	66,684 42	66,684 15	66,684 18

Question. Does either the collector, naval officer, or surveyor get any pay or emolument by virtue of their offices, except it comes through your hands as auditor?

Answer. I do not pay either the naval officer or surveyor. The cashier collects the fees and pays them their proportion of the fees, out of which they retain their salaries and account to the government for the surplus.

Question. Then no fees come into your hands?

Answer. None. The fees are collected by the cashier, but they are subject to my draft, and I draw against the collector's share. The remainder is applied to office expenses—the payment of the salaries of officers and clerks; and then if there is any surplus it is paid into the United States Treasury.

Question. Then you know what is paid to each of these officers?

Answer. I have the cashier's book where he credits the whole amount of fees received.

Question. What has been the aggregate of the fees (not forfeitures or penalties) which have accrued to the custom-house from all sources during each of the four years preceding the first of December, 1862?

Answer. I will prepare and furnish a statement showing the amount.

The statement subsequently furnished is as follows:

Aggregate of fees and commissions accrued to the custom-house at New York during the four years preceding December 1, 1862.

Months.	1858-'59.			1859-'60.			1860-'61.			1861-'62.		
	Collector.	Naval officer.	Surveyor.	Collector.	Naval officer.	Surveyor.	Collector.	Naval officer.	Surveyor.	Collector.	Naval officer.	Surveyor.
December	$7,865 09	$4,172 82	$1,069 68	$10,773 32	$5,643 42	$1,195 82	$7,660 72	$5,421 92	$1,214 54	$8,347 15	$4,128 80	$1,456 91
January	10,815 39	4,769 70	838 94	12,590 82	5,860 78	947 69	9,463 07	5,784 75	1,045 42	10,031 13	4,179 58	1,356 02
February	10,880 94	5,112 97	851 41	11,491 68	5,683 30	840 70	9,343 37	4,886 68	1,049 43	10,271 33	4,036 95	1,063 55
March	11,669 39	6,020 98	1,485 05	13,741 40	7,632 83	1,537 72	9,433 93	4,946 53	1,295 24	13,278 95	5,261 85	1,479 63
April	12,143 54	6,537 13	1,508 22	10,051 75	5,604 20	1,556 14	7,633 61	4,649 54	1,574 23	12,194 48	4,852 13	1,460 13
May	12,153 43	6,910 17	1,845 23	10,670 24	6,293 10	1,700 53	6,383 42	4,529 63	1,990 80	13,340 31	5,199 23	1,756 83
June	12,214 74	6,214 43	1,766 43	10,634 66	5,721 88	1,672 30	5,422 31	3,525 23	1,372 47	12,997 08	4,808 52	1,523 38
July	15,043 06	6,733 73	1,293 66	14,672 36	6,830 93	1,518 66	7,573 98	3,780 33	1,468 78	18,578 45	6,256 22	1,767 68
August	14,066 16	6,747 15	1,361 79	15,581 57	7,855 08	1,369 73	7,016 36	3,493 83	1,045 26	13,723 95	5,398 63	1,572 94
September	10,872 04	5,655 92	1,234 79	11,357 01	5,906 85	1,254 72	6,743 52	3,614 58	1,141 63	15,072 37	5,879 35	1,821 96
October	9,113 07	5,020 55	924 25	10,901 62	6,234 98	1,575 04	7,653 72	4,099 63	1,265 38	12,888 64	5,387 72	1,768 91
November	9,486 17	5,472 16	1,218 38	8,747 90	5,489 22	1,248 63	7,720 29	4,284 72	1,359 27	9,736 62	4,407 63	1,389 02
	136,323 02	69,367 71	15,397 83	141,214 33	74,756 57	16,417 68	92,048 30	53,017 37	15,822 45	150,460 46	59,796 61	18,416 96
	$221,088 56			$232,388 58			$160,888 12			$228,674 03		

Question. Does the collector receive any salary or emolument by virtue of his office which does not come through your hands?

Answer. He receives a commission on certain fees collected by the cashier for the State officers.

Question. Does he receive anything from any other source except that?

Answer. Not that I am aware of.

Question. Then, with that exception, everything he receives from the government by virtue of his office comes through your hands?

Answer. Yes, sir.

Question. Have there been any fines, penalties, and forfeitures received under the acts of July 13, 1861, and May 20, 1862?

Answer. There have been some.

Question. Will you furnish a statement of the same?

Answer. I will.

The statement was subsequently furnished as follows:

Statement of the sales and the disposition of proceeds thereof of vessels condemned and sold under the act of July 13, 1861.

Date.	Name of vessels.	Sales.	Marshal.	District attorney.	Clerks.	United States.	Collector.	Naval officer.	Surveyor.
Sept., 1861	Schooner Genoa	$300 00	$78 80	$20 00	$43 40	$78 90	$26 30	$26 30	$26 30
April, 1862	Schooner Mary C. Hopkins	85 00	45 00	20 00	20 00	----------	----------	----------	----------
April, 1862	Schooner W. H. Raritan	150 00	110 00	20 00	20 00	----------	----------	----------	----------
May, 1862	Ship John Cobble	575 00	133 83	20 00	49 75	185 71	61 90	61 91	61 90
May, 1862	Ship Liberty	400 00	167 90	20 00	49 80	81 15	27 05	27 05	27 05
May, 1862	Schooner Claremont	250 00	165 27	20 00	51 75	6 49	2 16	2 16	2 17
May, 1862	Ship Sebastian Cabot	250 00	116 65	20 00	48 30	32 53	10 84	10 84	10 84
May, 1862	Brig Mary McRae	1,125 00	804 97	20 00	78 10	110 96	36 99	36 99	36 99
July, 1862	Schooner Sunny South	300 00	86 00	20 00	49 40	72 30	24 10	24 10	24 10
July, 1862	Brig General Bailey	500 00	48 10	89 90	52 75	154 63	51 54	51 54	51 54
Oct., 1862	Bark Bounding Billow	150 00	82 67	20 00	47 33	----------	----------	----------	----------
Nov., 1862	Schooner Mobile	1,125 00	149 69	20 00	57 65	448 83	149 61	149 61	149 61
Nov., 1862	Schooner Virginia	140 00	132 00	Waived.	8 00	----------	----------	----------	----------
	Total	5,350 00	2,120 88	309 90	576 23	1,171 50	390 49	390 50	390 50

Question. Do you know, or have you reason to believe, that any persons in the employ of the government in the custom-house have received money over and beyond that which is their legal compensation?

Answer. I have reason to believe it has been done on several occasions. I know of one case where a clerk was removed in consequence of doing so.

Question. In what department of the custom-house was he?

Answer. In the record office.

Question. What extra amount did he receive?

Answer. I do not know.

Question. Have you reason to believe there are other such cases?

Answer. I have heard of but I do not know positively as to any other cases.

Question. Can you furnish from your office a statement of the imports (in value) into this port during the four years preceding the first of December, 1862?

Answer. I can.

The following is the statement subsequently furnished by the witness:

Imports at the port of New York during the four years preceding December 1, 1862.

Month.	1858-'59.	1859-'60.	1860-'61.	1861-'62.
December	$13,344,625	$18,908,398	$21,253,033	$9,616,921
January	19,447,962	21,756,273	26,827,411	12,620,829
February	18,848,370	19,356,379	16,341,707	13,872,140
March	20,820,456	23,580,126	18,204,381	18,719,866
April	22,425,619	16,971,358	14,886,393	13,252,882
May	23,552,646	16,893,151	14,949,281	14,248,521
June	24,069,821	19,160,789	12,649,733	12,336,195
July	27,286,120	24,881,649	14,938,851	20,353,202
August	24,649,591	25,938,854	8,885,928	14,304,843
September	16,643,585	16,260,450	7,305,461	18,147,917
October	13,617,946	16,787,242	8,523,741	13,413,906
November	14,895,002	15,421,156	9,639,012	10,309,398
Total	239,601,743	235,915,825	174,404,932	171,196,620

NEW YORK, *December* 18, 1862.

WILLIAM D. ROBINSON sworn:

Question. State your official position.

Answer. I am known as the cashier of the custom-house. I am at the head of the cashier's department. My duties are to receive the duties upon imports, withdrawals, fees, &c.

Question. In general terms, what is the character of the fees which are received?

Answer. Fees for entering and clearing vessels, and for documents needed by the merchants.

Question. State, in general terms, the manner in which the fees received by your office are disposed of?

Answer. They are divided between the collector, naval officer, and surveyor.

Question. In what manner?

Answer. It would be difficult to explain it to you without showing you an account and monthly return. Some are divided between the collector and naval officer only; some between the three officers, &c.

Question. The amount to be retained by each of these officers is limited by law?

Answer. The fees are intended to go as far as they will to pay the salaries of employés.

Question. Suppose they exceed in amount the salaries?

Answer. I presume the surplus is paid into the United States treasury. Since I have been in office they never have exceeded the amount of the salaries in the collector's department; but in the naval officer's department I think they have. I do not know as to the surveyor's office.

Question. You pay these fees over monthly?

Answer. Yes, sir.

Question. You pay to each one of these officers his amount?

Answer. I pay the naval officer and surveyor their proportion, and the auditor draws for the collector.

Question. But all the fees are applied in one of these ways?

Answer. Yes, sir.

Question. The collector, by virtue of his office, receives a salary of $6,000, one sixth part of the fines and forfeitures, and certain commissions, not exceeding in the aggregate $400. Now, do you know of any other sums received by the collector by way of compensation, and of any growing out of commissions on fees coming to officers of the State of New York? State how, and to what extent.

Answer. In regard to commissions on State fees, I will say that there are three kinds of State fees collected in my department by the authority of the collector; the harbor-master's fees, the health officer's fees, and the Seaman's Retreat hospital fees. Those I collect every day as the vessels enter.

Question. They are charges against every vessel, and they are collected by you?

Answer. Yes, sir; as agent of the collector.

Question. What commission does the collector of this port receive for the collection of those fees for the State officers?

Answer. Five per cent. from the harbor-master, three per cent. from the health officers, and two and a half from the seaman's hospital.

Question. What would be the average value of those commissions?

Answer. I should think about three hundred dollars a month.

Question. As treasurer of the custom-house, and as the head of that department, you collect for the government of the United States certain fees from each vessel?

Answer. Yes, sir.

Question. And at the same time you collect these other fees going to the officers of the State of New York?

Answer. Yes, sir.

Question. And the collector, as compensation for himself, receives a commission upon those collections?

Answer. Yes, sir.

Question. Do you yourself receive any compensation beyond your regular salary?

Answer. None.

Question. How is your salary paid?

Answer. Monthly, by the auditor.

Question. How much is it?

Answer. $250 a month.

Question. You receive no additional compensation?

Answer. None whatever.

Question. Has the collecting of these fees for the benefit of New York State been practiced for a good many years?

Answer. As long as I can remember.

Question. And commissions paid the same as now?

Answer. Yes, sir. My impression is that the cashier and assistant cashier formerly received these commissions. I was appointed by Mr. Curtis, and I was told then that Curtis was the first collector that ever collected these fees.

Question. Since that time the collector has uniformly received those fees?

Answer. Yes, sir.

Question. Amounting to about $3,600 a year?

Answer. Yes, sir.

Question. Do you know whether the money so received is in any way accounted for by the collector to the government, or are they simply regarded as a compensation from the officers of the State of New York for the services performed?

Answer. It is simply a compensation from those particular officers, and the general government has no connexion with the matter.

Question. And therefore he makes no report of the money so received?

Answer. None whatever.

Question. Do you know any other officers of the government in any way connected with the custom-house who receive, either in fees or otherwise, a compensation beyond that which is provided by law?

Answer. I do not. I might say that there is a clerk in my office who gets a trifle, say $250 a year, for making out a list of vessels for those interested in the hospital fees.

Question. Do you know, or have you reason to believe, that any men in the employ of the government in the custom-house have taken or received more money than their legitimate salary?

Answer. I never heard of any case of that kind.

Question. Have you not understood that many persons inside of the custom-house were taking more money than they were entitled to?

Answer. No, sir; except that I have heard that some clerks who take work home, and worked all night, receive compensation from the merchants interested.

NEW YORK, *December* 19, 1862.

HORATIO F. AVERILL sworn:

Question. Where do you reside?

Answer. In New York.

Question. What is your business?

Answer. I am a lawyer.

Question. Have you ever had any business pertaining to the custom-house?

Answer. Yes, sir.

Question. What has been the character of that business?

Answer. To settle or arrange in regard to the seizure of some goods by the custom-house officers.

Question. What cases have you arranged?

Answer. One in which C. Paturel & Co. were interested.

Question. What were the circumstances of that seizure?

Answer. Paturel came to me and said the custom-house officers had taken possession of his store, and seized his papers and taken them to the custom-house, and that they had threatened to arrest him.

Question. For what had they made the seizure?

Answer. For false invoices, as they alleged.

Question. State what you did in the matter?

Answer. I went to see Mr. Andrews, the surveyor, with whom I was personally acquainted, and he sent me to Mr. Dennison, the naval officer, and Mr. Dennison sent me to Mr. Isaacs.

Question. Who is Mr. Isaacs?

Answer. He is a sort of detective.

Question. Is he connected with the custom-house?

Answer. Yes, sir.

Question. What did you do?

Answer. I saw Isaacs and talked about the matter, and he said that Paturel should pay about $5,000; that he had ascertained that he had a large amount of money in the bank. I went to see Dennison, and he thought Paturel should pay about $2,000.

Question. For what purpose was this to be paid?

Answer. It was to be paid in settlement of the matter, so that he could get his goods and resume possession of the store.

Question. Was it paid?

Answer. Not that amount.

Question. What amount was paid, and to whom?

Answer. Four hundred and fifty dollars was paid.

Question. State the particulars in regard to your negotiation about payment?

Answer. I saw Mr. Isaacs, who is a Jew. His figures were very large. He pretended to be a great friend of Paturel, yet I saw he was not. He advised me to employ Mr. Dunning as counsel. I saw Dunning, and he came up to the custom-house, but we saw nobody there when we came up. I went back to Mr. Andrews, and I told him that Mr. Isaacs and myself did not belong to the "same church," and hence I did not like to negotiate with him; that I did not think he was the right sort of a man. He said he would see if he could

arrange it. I came to the conclusion that if I employed Dunning it would be more expensive. I also heard from outside parties that Isaacs was in the habit of recommending certain lawyers to be employed. I then called upon Dunning, and told him I did not wish him to act further in the matter, unless it terminated in a suit, in which case I might employ him as counsel. I sent him $10 for his services. I finally arranged with Dennison that the amount should be $450. Paturel did not have the ready means, and I paid, I think, $250. I think I gave Franklin a check for $250 the first day. The matter run on a day or two, and Paturel sent me $100. Finally, within two or three days the whole $450 was paid, and when the last payment was made, Franklin went round and got it turned into gold, and I went down stairs in the custom-house and paid it to a man there.

Question. Under whose direction did you go to a certain man down stairs?

Answer. By the direction of Mr. Franklin. I went down stairs, and the young man appeared to understand it. I got a permit for the goods.

Question. Did you take any receipt?

Answer. I did not.

Question. Did anybody take a receipt?

Answer. Franklin took a stipulation.

Question. What was it?

Answer. Not to sue anybody for damages.

Question. Were those goods ever appraised?

Answer. I do not know. I considered the amount paid as the appraisement.

Question. By whom was it considered an appraisement?

Answer. In the first place, it was stated that it would be necessary to have the goods condemned and appraised at a certain amount, and that I should consent to an appraisement at such an amount as I should agree to pay, and that was to be considered as a nominal appraisement.

Question. What was the reason of your giving such a stipulation?

Answer. I do not know. They asked for it, and I thought perhaps it was natural that they should, because when any man's property is seized he has a right, of course, to turn round and sue the parties for a trespass. I thought it proper in them, so far as they were concerned, to require something of that kind from parties. It would, of course, exempt them from being liable to suits for damages.

Question. Was this in the nature of a consent, or was it a settlement to prevent the matter going into court?

Answer. No, sir; but they said at that time it would be necessary, if I consented to have it go into court. I was not familiar with the course of proceeding. I expected, in the first instance, that it would go into court; and when they expressed a willingness that it should not, I was willing to consent, and so was Paturel. I signed the consent, "Paturel, by attorney."

Question. Was there any examination of the invoice after the seizure to ascertain the fact whether there was an actual false invoice?

Answer. I do not know personally whether there was or not. It was one of those things which, I learned to my satisfaction, were done every day, that is, that they compromised with parties for such an amount. In the first place, they showed to me some papers which satisfied me, without minute examination, that there had been some mistake. Paturel explained to me that he had had a partner who was no longer with him, and who was in the habit of entering goods at the custom-house. He knew nothing about the matter, and when his partner left he followed along in the track of his partner.

Question. Do you mean to say that this sum of $450 was the difference between the invoice and what you consented to call the actual appraisement of the goods?

Answer. The difference in that particular transaction was not so much as $450. The difference between what they claimed he should have paid, and what he did pay, was not so much as $450.

Question. Then why did you consent to pay more?

Answer. They have the right not only to condemn the goods—the goods amounted to several hundred dollars more than $450—but they have the right, if they succeed, to triple damages; and besides that, they have the right to arrest the party. Paturel's family was sick, and his desire was that I should settle at some figure or other rather than have the expense of litigation, and perhaps the chance of getting beat in the end. He necessarily would have to send to Paris for evidence, and it would cost him at least $450 even if he were not guilty.

Question. Were the goods themselves worth more than $450.

Answer. Yes, sir.

Question. And the difference between what he actually paid and what the law required him to pay was not $450?

Answer. No, sir.

Question. What he paid over and above the lawful duties he paid to make his peace?

Answer. They claimed that there were other transactions which were included in the arrangement, and which had no reference to these goods.

Question. Did they give you to understand that if this matter was settled upon those terms, the other transactions would be passed over?

Answer. Yes, sir.

Question. He made a general peace with the custom-house?

Answer. Yes, sir; that was the understanding.

Question. What those other matters were you do not know?

Answer. I do not. It was alleged by Isaacs, who pretended to be a great friend of Paturel, that great frauds had been committed by the firm, but I thought it was only an argument of his.

Question. Did you consider the settlement an onerous one for your client?

Answer. I knew he was a man of not much means, and probably was worth not to exceed from two to five thousand dollars, and that he was not a man who could afford to pay $450. The reason why I came to that conclusion was that I saw his bank book; saw what his deposits were. I concluded that would show what his means were.

Question. You were satisfied yourself that there had been a mistake, whether intentional or otherwise?

Answer. I thought so; and my client thought the trouble was the result of a conspiracy of another man engaged in the same business with himself.

Question. Have you any knowledge of any other similar cases?

Answer. I had another case which was somewhat similar.

Question. State the circumstances of that case, with the names of the parties.

Answer. A Mr. Sabatine was the other party. He was an Italian, and an artificial flower manufacturer. He does not speak a word of English, and he said that while on board the vessel he had some tools and some materials in the top of his trunk. During the passage over he put them in his berth, and when he arrived here he sent for his custom-house broker. The broker did not come down, and he did not know what to do. He tried to speak to some officers, but they could not understand him, nor he them, and so he brought the articles along with him, saying that he was going to his broker. They arrested him and found the things on him.

Question. What articles were they?

Answer. Dutiable goods. They took the articles away, and he had on board some amount of merchandise which, I think, had been properly entered. But they seized those things, and until the other matter was arranged they would not allow him to take them.

Question. They had the right to seize everything?

Answer. Yes, sir. I went down and saw Mr. Dennison. I was then better acquainted with him, as he had boarded at the same place I did. He sent me to Mr. Stanton. I saw this Isaacs, too. I saw Mr. Stanton and Mr. Andrews, and I finally paid $275 as a compromise. I thought that was quite hard, as my client was a man of means, and I did not gather from him that he intended to do anything wrong.

Question. Why did he undertake to carry those things off the vessel?

Answer. With whom could he leave them? He could not tell anybody what he wanted to do, and to leave the articles in an open berth would subject them to be lost.

Question. The whole of this transaction, then, was this: that this man was caught in the act of attempting to smuggle, and they seized his goods, and he finally compromised by paying $275?

Answer. Yes, sir.

Question. Where did that money go to?

Answer. I think I paid it to Mr. Stanton.

Question. You believed the man did not intend to smuggle, and they did?

Answer. Yes, sir; and they caught him in the act, which is the highest evidence.

Question. When did that matter of Paturel happen?

Answer. In October, 1861.

Question. What was the charge against Paturel?

Answer. I never saw any written charge, but I understood the

charge was that he passed goods through the custom-house on a false invoice.

Question. In what respect were the invoices false?

Answer. It was alleged that the goods were undervalued.

Question. What was your first connexion with that matter, and how did you first learn about it?

Answer. Through a gentleman connected with the police department of this city, a very particular friend of mine, who comes to me for legal advice himself, and sends me clients whenever he can?

Question. Did Paturel come to you?

Answer. He did.

Question. What did he say?

Answer. That he had got to go down to the surveyor's office the next day.

Question. Did you understand in what manner the citation of service was made upon him?

Answer. I did not.

Question. At that time had his goods been seized?

Answer. He said they had.

Question. Did you inquire for the warrant of seizure, or if there was any written authority?

Answer. Yes, sir.

Question. Did you see the custom-house men who had charge of the goods?

Answer. No, sir; I think they said one Brown had charge of the goods.

Question. Did you ask any one by what authority they acted in making the seizure?

Answer. Yes, sir, and they told me the circumstances and the cause of the seizure.

Question. You say you went to Andrews's?

Answer. Yes, sir.

Question. What did he say?

Answer. He did not know anything about it.

Question. To whom did he refer you?

Answer. To Dennison & Isaacs. I went to Dennison, and he said he did not know anything about it, and then I went to Isaacs.

Question. What did Isaacs say?

Answer. He said it was a very severe case, or something of that kind, but that the thing could be arranged. He said I had better go down and see some other persons, naming four or five others, Dennison among them.

Question. Who besides Dennison did he name?

Answer. I think one was James B. Craig.

Question. Did Isaacs say there would have to be a condemnation of the goods?

Answer. He did not at first.

Question. Did he afterwards?

Answer. I think Franklin said that I took it for granted that that would have to be the case.

Question. Did you ask them if there was any necessity of going through all this sort of formality?

Answer. Yes, sir.

Question. What did they say?

Answer. They said at first that there was. I asked them that because there were perishable articles, and they would be lost if the matter was not immediately attended to.

Question. Was there any proposition made by either of those parties as to what the government would take?

Answer. I have already stated that Isaacs said that Paturel should pay $5,000, but that Dennison thought it should not be more than $2,000.

Question. Did you go to see Dunning?

Answer. Yes, sir.

Question. Did Isaacs seem anxious that you should employ some one of those men?

Answer. I thought he did; but it occurred to me when I got a little familiar with the matter that I had better not—that I should get along better without counsel than with it.

Question. I understand that you went to see Dennison also about this matter.

Answer. Yes, sir.

Question. What kind of goods had they in their charge?

Answer. Principally balloons.

Question. Where were those goods at the time?

Answer. The recent importations were in the custom-house.

Question. Where were the others?

Answer. In Paturel's store.

Question. Had the officers possession of them all?

Answer. They had taken possession of his store.

Question. Were the goods ever, in fact, appraised?

Answer. I do not know.

Question. The amount at which they were appraised was arbitrary, and not their real value?

Answer. Yes, sir.

Question. If there was to be no real appraisement of the goods, what was the necessity of talking about an appraisal at all?

Answer. If there had been a prosecution, it would have been necessary to have an appraisal. A consent to an appraisal at a certain sum obviates the necessity of a real appraisal. According to the practice in this case, the attorney for the claimant and the United States district attorney may consent to an appraisement, and that becomes a matter of record, and part of the proceedings of the court.

Question. Did you ask for a receipt?

Answer. I think I did.

Question. Whom did you ask?

Answer. Mr. Franklin, I think.

Question. What did he say?

Answer. He said it was not necessary. The only object I had in asking for a receipt was to show my client what I paid.

Question. Did they take Paturel's book at the same time?

Answer. They took everything.

Question. At what time were both of these transactions adjusted?

Answer. During the fall of 1861 and the summer of 1862.

Question. Was the money in both instances paid to Mr. Stanton

Answer. No, sir. I do not think Stanton was in the custom-house in 1861

Question. The money was paid to the law officer of the custom-house?

Answer. I do not know what Mr. Stanton's position is.

Question. Both the sums were paid to the person occupying that position?

Answer. No, sir. The first sum was paid to Franklin in the first instance, in partial payment. When it was all paid, I think I took it down stairs to a clerk. In the last case I think the money was paid to Mr. Stanton, or some one in his office.

Question. Who is Franklin?

Answer. A deputy naval officer.

Question. You paid it to a clerk. In what bureau?

Answer. I think I paid the first in the invoice room, but I am not sure.

Question. Was it paid into the same bureau to which Stanton is now attached?

Answer. I do not know. In the first instance, the final arrangement was consummated with Mr. Dennison, and in the last instance with Dennison and Stanton, the law officer.

NEW YORK, *December* 19, 1862.

HENRY A. CARGILL sworn:

Question. Where do you reside?

Answer. In New York.

Question. What is your business?

Answer. I have been deputy collector. I am in no business now.

Question. How long were you deputy collector?

Answer. I was first deputy collector under C. W. Lawrence four years.

Question. In what department?

Answer. There were no departments at that time.

Question. What particular business had you charge of?

Answer. I was engaged in everything that came up.

Question. Had you anything to do with seizures?

Answer. No, sir; not during that time.

Question. Have you ever had?

Answer. Yes, sir; I was the chief clerk of the invoice department under Schell, and remained there six or eight months, and from about the time that Craig left I acted as seizure clerk up to April, 1859.

Question. State the mode of making seizures in the custom-house during the time you were in that department.

Answer. I know little about the matter of making seizures from passengers. In regard to seizures for false invoices, the detection

was frequently made from invoices which came before the deputy collector. If the price was raised over ten per cent. we would think something was wrong, and we would collect together the invoices of the man for eight or twelve months back, and examine them, to ascertain whether they were correct invoices, or whether there was anything suspicious in regard to them. If we found that the invoices had been raised a number of times, or anything suspicious about the handwriting to induce us to believe the invoice was made out here instead of abroad, our usual manner was to visit the party. The surveyor would generally get out a writ for the purpose of entering the parties' premises, and put it into the hands of one of the inspectors, and either Hart and myself, or Hart and Franklin, deputy surveyor, would visit the place and demand to see the books and papers of the party. Upon the examination of such books, if we found there was any discrepancy between them and the invoices presented to the custom-house, a seizure would be made. If we found everything straight and aboveboard, and no concealment in regard to letters, correspondence, &c., no seizure would be made. If a seizure was made, an officer would be put in possession by Mr. Hart. If it was necessary to seize the goods, it was very frequently necessary that we should seize the papers with them, and such papers and books would be taken and conveyed to the custom-house, sometimes with and sometimes without the consent of the parties. I never knew of any force being used but once. The object was to secure the papers, and Mr. Hart took the ground that the papers, the invoices, and letters belonged to the custom-house, as the parties were bound to produce them to the custom-house whenever required. If a seizure was made, a man was placed in possesion of the store with orders to allow nothing to go out or come in. The papers were generally placed in my hands to ascertain if there was any difference between the man's books and the invoices the man had presented. I sometimes found discrepancies, and would generally make out the amount as near as I could. It would consume some time. In the meantime the officer would remain in possession of the store. We would then make out a statement of what we thought we could prove before a court, and present the matter to the district attorney. Frequently the party would come down by attorney and offer to compromise or pay the amount we had discovered as the difference between the books and the invoices presented. In that case a letter would be written by myself to the district attorney, and the case regularly prosecuted in court. But upon the amount being paid into court, the court would order a release of the goods.

Question. Was it the practice of the department to compromise these matters? If so, state particularly the manner in which the compromise was made.

Answer. The compromise was always based upon the amount of frauds we could prove from the papers we had, by the difference between them and the books. But the compromise took place upon the confiscation of the goods. It frequently happened that a man's goods were taken out of the boxes and placed upon the shelves; and it would be impossible to pick out goods which came from a particular ship, and the naval officer and surveyor would say that what we could

prove positively should be taken as the basis of compromise without going into a suit.

Question. Had you authority to compromise?

Answer. I do not know. I hardly considered it in the light of a compromise; it was this: we would make out a statement of what we could prove, and were willing to take that amount, if paid into court, and release the goods rather than commence a suit. It was rather the saving a suit than a compromise. The party would be willing to enter into a condemnation of the goods, and pay the amount into court, rather than be exposed.

Question. Was there any record of this transaction?

Answer. Yes, sir.

Question. Where?

Answer. In the correspondence with the district attorney.

Question. Was any record of it in the custom-house?

Answer. Yes, sir. We have copies of every paper, and they show everything seized while I was in the office.

Question. Have you ever made any sales of goods?

Answer. Only once.

Question. What was that?

Answer. They were goods under the value of one hundred dollars, which had been in the custom-house for ten years previous. The sale was advertised. The goods had been laying around in the different cellars and places where goods had been stored, and each parcel was less than one hundred dollars in value. That was the only sale made under my supervision.

Question. Upon whose order was the sale made?

Answer. The Secretary of the Treasury.

Question. To whom were the returns made?

Answer. Three copies were made out. One went to the collector, one to the auditor's room, and one to the Secretary of the Treasury.

Question. Do you know anything of cases being hushed up upon the payment of a sum of money?

Answer. Only of one when I was in office. I do not know anything about that personally.

Question. What position did James B. Craig occupy in the custom-house?

Answer. He was private secretary to Collectors Curtis, Redfield, and Schell.

Question. At what salary?

Answer. Twelve hundred dollars a year.

Question. Did he receive anything else?

Answer. I have heard him say that Curtis and Redfield gave him one-third of their proportion of the seizures.

Question. For what purpose?

Answer. As a premium for his vigilance, and because he was a very good detective. That, of course, came out of the collector's own private pocket.

Question. During the time you were connected with the custom-house what was your estimate of the amounts received by the collector, surveyor, and naval officer, as their respective shares of the seizures?

Answer. My idea has always been that each one received $150,000 in the four years of their term.

Question. What did you base that idea upon?

Answer. Upon my books. Just before Schell left the office there was a book made out by Mr. Bayard of all the seizures made?

Question. Is there anything in the custom-house which will show the amounts prosecuted for, and the cases which have been settled?

Answer. Yes, sir; all those things become a matter of record. The matter can be done in no other way, unless it is done by a merchant and an outside officer.

Question. Is a man in the custom-house allowed to become an informer?

Answer. I do not know. I have never heard of one being an informer. I have always understood that that was not to be countenanced.

Question. Do you know of cases where middle men have come in and intervened between the custom-house authorities and parties who have violated the laws?

Answer. None, except the lawyer employed by the opposite party.

Question. You have stated that you thought each of the three officers received, during the four years, $150,000. If they received that, how much ought the government to have received?

Answer. The government should receive as much as the three officers. I have understood that these amounts would be paid into court, and by the order of the court into the hands of the auditor; that the auditor would set aside one-half for the government, and divide the remainder into three equal shares, and give one share to each officer. I presume that has been the case always.

Question. If documents from the Secretary of the Treasury show that there has only been from seventy to eighty thousand paid into the treasury during that four years, what has become of the remainder?

Answer. I should say a false report had been made.

Question. Have you ever heard anything of that kind?

Answer. I have heard that the papers stated that only seventy or eighty thousand had been paid in, and I scouted the idea because I knew better.

Question. During your connexion with the custom-house what was the custom in regard to releasing goods seized for any alleged violation of the revenue laws, before the institution of any legal proceeding, upon the payment of a specific sum agreed upon by the proper custom-house officers and the claimant of the property?

Answer. None has ever been released that I know of except by order of the court after the money was paid into court.

Question. Then in all instances where a seizure was made legal proceedings were instituted?

Answer. Yes, sir; except in cases where, after an investigation by the officer of the customs, all things were found to be right. In such cases I was ordered by the collector, naval officer, and surveyor, to release the goods.

Question. But when money was paid it was always paid into court?

Answer. Yes, sir.

Question. Then, while you were in the custom-house, the auditor could receive no money except through the clerk of the district court?

Answer. No, sir; not from seizures.

Question. Had you charge of the labor contract?

Answer. I had at No. 12 Broad street.

Question. By whom was that labor contract held when you first became connected with the business?

Answer. It was made during the time I was in office. I think I am a witness to it. It was made by McIntyre, Bixby & Co. It was signed by McIntyre, but whether in the firm name I do not know. James B. Craig and Mather both had an interest in it.

Question. Was Craig, at the time he had an interest in the contract, still in the custom-house?

Answer. No, sir.

Question. How long did this contract continue?

Answer. Up to six or eight months ago, I understand.

Question. Until after the incoming of Barney?

Answer. Yes, sir.

Question. What were the circumstances attending its dissolution?

Answer. During its existence it was transferred by McIntyre, Bixby & Co. to other parties.

Question. What other parties?

Answer. I do not know. I have understood that one is a clerk of Charles H. Marshall.

Question. What were the inducements to that transfer?

Answer. I only know what has been told me. I understood that McIntyre, Bixby & Co. were paid $21,000 for it. McIntyre, Bixby & Co. had what is called a general-order store, and they were told by Mr. Barney and others that that part of the business would be taken away from them unless this contract was transferred. Simon Stevens had something to do with it. He worked the contract afterwards.

Question. Was this general-order store which they had a profitable store?

Answer. It was; for the reason that all of the goods which came into port upon the right-hand side of the city were sent to that store, provided they were not permitted before the general order was given.

Question. Did you understand that the fear that this store would be taken from them induced the transfer of the contract?

Answer. Yes, sir. Mr. McIntyre told me he received a check from Barney, Parsons & Co.

Question. Who were they?

Answer. A law firm, of which Barney was a member.

Question. What did Stevens tell you in relation to his connexion with it?

Answer. He said it was arranged; that it was all right; and wanted me to work with them. I did not understand the matter, because I had nothing but the supervision of the labor. I had nothing to do with putting men on or putting them off.

Question. Explain the technical meaning of the word "ring," as used in New York?

Answer. It is where several parties combine together to get a good

thing, and divide the profits between them. McIntyre told me they made $40,000 a year out of the contract.

Question. At the time of the expiration of the contract, who were interested in it besides Stevens?

Answer. I understood that Mathers, former canal commissioner, was.

Question. You understand, then, that Mather was with McIntyre, Bixby & Co., and that after inducing them to sell out he gets into the new ring which was formed by Stevens & Co.?

Answer. Yes, sir. I saw him frequently in the office overhauling the books and making himself at home, as he had previously done.

Question. Do you know the terms and considerations upon which Mather got into the new ring?

Answer. No, sir.

Question. Do you know anything in relation to the manner in which the same business is now done?

Answer. No, sir.

Question. Is there anything inconsistent between the fulfilment of the obligations of that contract and the proprietorship of a general-order store?

Answer. No, sir; they had nothing to do with each other. They were separate and distinct matters, but I suppose it was a matter of favoritism in a party getting a general-order store.

Question. Do you mean, then, that there were no considerations of a public character which induced the transfer of the labor contract, based upon the connexion of this firm of McIntyre, Bixby & Co. with the general-order store?

Answer. I should say, no. McIntyre, Bixby & Co. had had a general-order store for many years, even before the labor contract was made.

Question. When did your connexion with the custom-house cease?

Answer. About the first of August, 1861.

Question. If the number of packages of goods imported into the country, under the present tariff, has diminished twenty-five per cent., would it follow that the labor which was formerly performed under the labor contract could be now performed correspondingly cheaper?

Answer. As a matter of course.

Question. At the time the contract was made was it in reality an economical contract for the government?

Answer. Yes, sir.

Question. And it only became otherwise by the falling off of the importations?

Answer. That is all. The appointment of these laborers was a political matter, and was so for many years, and men were appointed who did nothing, and had nothing to do, but drew their pay. There were probably fifty or sixty men who were never on duty.

Question. Then, taking into account this political consideration, this change was really a measure of economy?

Answer. Yes, sir.

Question. How would the cost of performing this labor at the time

the contract was in existence compare with the cost of performing it at this time?

Answer. Between the time when the contract was made and the time I went out of the custom-house the labor had fallen off one-third or one-half. For six months before I left office there was but half as much labor to perform as before. Then, of course, the contract was very profitable.

Question. What was the price of labor at that time compared with what it is now?

Answer. There is not much difference.

Question. If the number of packages at this time are equal to or about the same number as when the contract was first made, would not the same system be a measure of economy now?

Answer. If the old system of employing labor should be adopted, it would be.

Question. Taking into consideration the enhanced price of labor, would it not be in a still greater degree a measure of economy?

Answer. I do not think there has been any enhanced price of labor.

Question. Are the daily wages of labor pretty much the same now as then?

Answer. Yes, sir.

NEW YORK, *December* 19, 1862.

JAMES B. CRAIG sworn:

Question. What is your business, and where?

Answer. Since 1858 I have been an attorney and counsellor-at-law in New York. For five or six years prior to that time I was in the custom-house.

Question. In what capacity?

Answer. Confidential clerk of Collectors Bronson, Redfield, and Schell.

Question. What was the practice of the custom-house, during your connexion with it, as to adjusting controversies growing out of seizures of goods for a violation of the revenue laws, without the subject becoming one of judicial investigation and prior to legal steps being taken?

Answer. During my term in the custom-house the officers were in the habit of agreeing upon the terms of the adjustment of seizures of merchandise for a violation of the revenue laws, the adjustment being subsequently made through the intervention of the court.

Question. Do you mean that no final adjustment of seizures was made, to your knowledge, while you were acting in the character you have mentioned, where the subject-matter did not become a matter of legal investigation?

Answer. I meant to say that while I was in office, when we made a seizure of merchandise, if the party desired an adjustment of it, he made an arrangement of the terms of the adjustment with the revenue officers, and the district attorney was then directed by the collector to

see that the terms agreed upon between the collector and the claimant were carried out in the court.

Question. Were there not frequently seizures which were made by custom-house officers actually adjusted without the subject ever coming to the knowledge of the district attorney, or any other officer of the district court?

Answer. Never, to my knowledge, except where the payment of the amount was less than $100. Those small amounts were sometimes paid directly to the auditor by the party, without the intervention of the court or the district attorney.

Question. Ultimately, all the moneys paid, growing out of fines and forfeitures connected with the revenue laws, go into the hands of the auditor of the custom-house. Through what channel does he uniformly receive such fines and forfeitures?

Answer. During the time I was in office I never knew the auditor, with the exception I have named, to receive moneys on account of fines or forfeitures through any other source than the clerk of the district court.

Question. Have you any personal knowledge of what is known as the labor contract?

Answer. I was one of the original parties to it.

Question. How many parties were there?

Answer. Four contractors.

Question. Name all the members of the firm, and then the firm name.

Answer. There was no firm name. The contract was made with four individuals—McIntyre, Mather, Bixby, and myself.

Question. What were the terms as to the payments to be made to the contractors?

Answer. I am unable to state from recollection.

Question. About how much a week?

Answer. It was two thousand and some odd dollars weekly.

Question. Was the amount paid by the government under the contract more or less than the cost of the same labor for the year prior to its being made?

Answer. I cannot pretend now to give the figures exactly, but my impression is that the amount paid by the government to the contractors was in the neighborhood of $100,000 a year less than it had cost the government up to that time.

Question. When did that labor contract expire?

Answer. The date I cannot tell. The contract was to run for three years from the time we took it. I think it expired some time this year.

Question. Since the expiration of that contract the government has been having that labor performed in the old mode?

Answer. I believe so.

Question. If the present collector, Barney, is able to have that labor performed at this time for a less sum than that allowed by the terms of the labor contract, do you account for it from the fact that a larger number of laborers were employed prior to the contract being made

than was necessary, or from the fact that there has been an actual falling off of the labor to be performed?

Answer. I do not think he can do it for any less; but if he can, it will be because of the decrease in the importations and the smaller number of packages to be examined.

Question. What was that labor contract worth?

Answer. I think we had the contract fifteen months before we assigned it, and I think, in the fifteen months, we made from forty to fifty thousand dollars, including the bonus we received. I cannot be exactly certain as to dates or amounts.

Question. Up to what time was this contract held by the original contractors?

Answer. I think up to April or May, 1861.

Question. Did you make a sale of the contract about that time; and if so, did you all sell your interests, and to whom?

Answer. So far as I know, we all sold our interests, and I understood we were to receive from Simon Stevens and Luther B. Wyman $20,000 for it. At any rate, I received $5,000 for my quarter interest in the contract.

Question. What was your motive for selling?

Answer. I thought it was a good sale.

Question. Had you any other reason for selling?

Answer. My business engagements were such that I could not devote any time to it without serious detriment to that, and I preferred to have $5,000 and not spend the time, than to have the contract and spend the time.

Question. Did you apprehend that the contract might be annulled?

Answer. I was apprehensive of it.

Question. Why?

Answer. Because, from the time the contract was entered into, there were several attempts made by various persons in the House of Representatives to have a resolution passed annulling the contract, and I did not suppose that if, under a democratic administration, efforts would be made to annul a contract made by democrats, any less efforts would be made under a republican administration to annul a contract made by democrats.

Question. Do you mean that the original contractors were democrats?

Answer. Such were their politics.

Question. And do you mean that within a month after this administration came into power, this contract was sold out to republicans?

Answer. Stevens is a republican, and I have always understood that Wyman was a republican.

Question. Who paid you the $5,000?

Answer. I think I received a check of William Allen Butler.

Question. Who is he?

Answer. He acted as the attorney, I understood, in making the negotiation for the parties to whom we assigned.

Question. Was he in anyways connected with the custom-house, or with any officers of the custom-house?

Answer. He had no connexion with the custom-house that I knew of, and none with any officer of the custom-house, unless he was a member of the law firm of Barney, Butler & Parsons.

Question. This all happened about the time Barney was appointed collector?

Answer. I do not remember when Barney was appointed collector.

Question. What connexion had Barney, the collector of the port, with that sale, either directly or indirectly?

Answer. I do not know that he had any. I did not negotiate for the sale of the contract myself, except that I had one interview with Mr. Butler to arrange with him that the sureties I had furnished for the contract be indemnified, and that was after the terms had all been agreed on.

Question. What suggestions did you understand Mr. Barney had made upon the subject of transferring this contract to other parties?

Answer. I do not think I understood he made any suggestion upon the subject.

Question. What did you hear that he had said about that labor contract prior to, or about the time you sold it to Stevens and Wyman?

Answer. I do not know that I heard that Barney had said anything about it.

Question. Or any other person connected with the custom-house?

Answer. I do not know that I ever heard anything from any official.

Question. Is there any necessary connexion between the general-order business or stores, and the execution of this labor contract?

Answer. None that I am aware of. I had not anything to do with any general-order store when I had the contract. Some of my partners had two or three general-order stores.

Question. Taking the ordinary importations for the last three years, what number of laborers would it require to perform the labor which was required to be performed under that contract?

Answer. Since my connexion with the contract ceased I have paid no attention to the importation or the amount of labor to be done, and therefore I am unable to give any answer.

Question. During the time you were executing the contract, how was it?

Answer. Our number of men varied. Sometimes we had over a hundred men, and again, for a short time, the number was reduced down to as low as sixty.

Question. What were the weekly profits of that contract at the time you made the sale of it?

Answer. I think about $1,000 a week.

Question. Have you any connexion with the custom-house now?

Answer. None whatever, unless it be in the relation of counsel.

Question. Counsel for the custom-house?

Answer. Yes, sir; for the government.

Question. Do I understand from that, that the government is in the habit of employing counsel in addition to the district attorney?

Answer. Yes, sir. We have been employed in a very large number of cases to assist the district attorney.

Question. What is the name of your law firm?

Answer. Webster & Craig.

Question. When your firm has been employed to assist the district attorney, it has been an employment by some particular custom-house officers?

Answer. Yes, sir; by the officers here.

Question. In such cases are the fees paid by the government, or by the particular custom-house officer who employed you?

Answer. We are employed in at least one case, and perhaps two, by the present officers, but we have not yet sent in our bill to anybody, and I do not know who will pay them. I do not know whether they had authority from the Secretary of the Treasury to retain us as counsel or not, in one of the cases.

Question. How was it under former officers?

Answer. From the officers themselves, as private parties.

Question. Has your firm ever been retained by the government to assist the district attorney, so that the fees were paid by the government itself?

Answer. We were retained by the officers here to assist in the investigation in regard to what is known as the Buenos Ayres case. I was employed a month in taking testimony, but have not sent in my bill yet, and I have been informed by the officers that it was done upon the authority of the Secretary of the Treasury.

Question. What is the practice of the government?

Answer. When I was in the custom-house, we would frequently write to the Secretary of the Treasury asking for authority to employ counsel in certain cases, and the Secretary never refused to grant it.

Question. You do not know whether similar applications have been made by the present officers to the present administration?

Answer. I think William Curtis Noyes was also, by the authority of the present Secretary of the Treasury, retained in the Buenos Ayres cases.

NEW YORK, *December* 19, 1862.

FRANCIS WIGAND sworn:

Question. Where do you reside?

Answer. In Hoboken.

Question. What is your business?

Answer. Leather merchant and importer.

Question. Have you had any dealings with the custom-house?

Answer. Yes, sir.

Question. State it in detail.

Answer. Some time last fall some officers from the custom-house came to my store and wanted to see my books. I refused to show them unless I was shown a warrant. They showed me a warrant, wherein it was said they suspected me of smuggling. For that reason they wanted to look for smuggled goods in my store. But there

was nothing said in the warrant about my being obliged to show my books, and I refused to show them; but they took them away by force, though I protested.

Question. What did you do next?

Answer. I went to see a lawyer about it. I tried to get out a writ to put me in possession of my books, but the judge refused to grant it. About that time several persons were arrested for political offences, and he thought that if my papers had been seized there must be some good cause for it, and he would not interfere with the custom-house authorities. So I was kept out of my books for several weeks. My goods were seized also.

Question. Who was your lawyer?

Answer. Francis Cutting and Mr. Craig.

Question. Did you confer in person with the custom-house officers, or through a lawyer?

Answer. Through my lawyer.

Question. What was the sum demanded of you?

Answer. A large sum.

Question. Whom did your lawyer confer with at the custom-house?

Answer. I do not know, but I think the collector.

Question. How much did you finally pay?

Answer. $2,500.

Question. What did your lawyer say they asked at first?

Answer. I do not recollect the amount, but it was more than that.

Question. Upon what charge or pretence?

Answer. Upon the charge of fraudulent invoices.

Question. How came you to pay $2,500?

Answer. That was about the value of the goods they had seized which belonged to me.

Question. Was it true you had made false invoices?

Answer. No, sir; I did not exactly make false invoices.

Question. How came you, then, to pay $2,500?

Answer. Because they had possession of my books, and I saw no other way of getting them back.

Question. Could not you get back your books and goods if you had not been guilty of any violation of the revenue laws?

Answer. I have no doubt I could, but it might have broken up my business before I could do it.

Question. You may explain wherein there was any departure by you from the revenue laws.

Answer. I do not know that it would be proper for me to answer that question.

Question. Did you pay this sum of money because you considered that you had violated the revenue laws?

Answer. I cannot answer that question.

Question. How long were your goods in the custody of the revenue officers?

Answer. Two or three weeks.

Question. Did your lawyers advise you that you had better pay this sum?

Answer. Finally, Mr. Cutting advised me to pay it, because if I

sued the officers it would take a great deal of time, and my expenses might be just as large and I might not gain anything by it; at least, that would be the shortest way of getting possession of my books and papers.

Question. Did the case go through any process in court?

Answer. Yes, sir.

Question. What?

Answer. I do not know the particulars; I never was in court, but I had to sign a paper to get the release through the court.

Question. What paper did you sign?

Answer. So far as I recollect, it was a statement of the amount of the goods, and that I consented to pay $2,500.

Question. Did you stipulate not to sue anybody?

Answer. I do not recollect.

Question. Is this the only instance in which you have had trouble with the custom-house?

Answer. Yes, sir.

NEW YORK, *December* 20, 1862.

DANIEL JACKSON sworn:

Question. Will you state your official position in the custom-house?

Answer. I am chief clerk of the seventh division.

Question. Would it come within the province of your official duties to be acquainted with the number of packages of goods imported into the United States from foreign countries for a series of years past?

Answer. It would be my duty to know the number of packages received into the public store—packages ordered to be examined.

Question. What number of packages are imported?

Answer. Only a portion of the packages are ordered for examination—one out of ten; that is about the ratio when there is a large importation.

Question. What officers of the government can furnish information as to the number of packages imported during any particular time?

Answer. I do not think it is possible to get any information of that kind unless through a great deal of trouble. The only way would be to examine the officer's returns of vessels.

Question. To what articles of importation did the labor contract, which expired on the first day of last August, apply?

Answer. It applied to dry-goods, hardware, drugs, &c.

Question. In what manner did it apply, and what labor was to be done under it?

Answer. Those goods were to be sent into the store, hoisted to different parts of the store and opened, and, after examination, they were to be closed, lowered to the proper places of delivery, and there delivered to the merchant's carts.

Question. All the goods which were effected by that labor contract when in existence, were goods which would come under the notice of your office?

Answer. Yes, sir.

Question. Will you state what proportion of the packages imported were thus subject to the provisions of this labor contract, and what was the specific object to be accomplished?

Answer. I have no means of getting at that information.

Question. What is the reason that certain labor is to be performed in reference to certain importations and not to others?

Answer. There are certain classes of goods ordered to the public stores for examination for the purpose of comparing the goods with the invoices—goods which have to be examined critically as to their value and contents. Another class of goods are examined upon the wharves, such as iron and heavy articles—the value of which may be determined by a mere glance at the articles. Sugar, molasses, and iron are never ordered to the stores, and until lately coffee was never sent there.

Question. And the labor contract, then, only applied to such articles as were sent to the public stores?

Answer. That is all.

Question. Is any labor performed for which compensation is made by the government as to goods which are taken away by the importers themselves or their assignees, or goods which are not so taken, but which also were not sent to the government store for examination?

Answer. The government is at no expense in regard to the general-order stores. There are some stores at the Atlantic dock with the working of which I am not very familiar. They belong to Mr. Bruce's department.

Question. So that the labor contract only applied to such goods as were in the government stores for examination?

Answer. Yes, sir; only those which were in the United States appraisers' stores.

Question. With a view of determining the question whether the invoices were or were not correct?

Answer. Yes, sir; as to value and contents.

Question. Can you furnish from your office a statement of the number of such packages as have been sent to the appraisers' store during the four years preceding the first day of the present month?

Answer. I think I can. At the close of each month the deputy collector in charge of the public stores furnishes a report to Mr. Barney, which report we send to Washington, and in that is generally mentioned the number of packages received into the store.

The following is the statement, subsequently furnished by the witness:

Statement of the number of packages received into United States appraiser stores, compiled from monthly reports of the deputy collector in charge.

Date.	Number.	Date.	Number.	Date.	Number.
1857.		1859.		1861.	
June	7,578	March	1,365	January	11,113
July	17,155	April	15,316	February	10,763
August	14,716	May	16,002	March	6,437
September	12,119	June	12,932	April	7,406
October	8,335	July	17,215	May	No report.
November	7,364	August	18,444	June	....do....
December	6,337	September	No report.	July	....do....
		October	....do....	August	4,038
1858.		November	....do....	September	3,967
January	4,688	December	11,701	October	4,464
February	5,944			November	5,121
March	9,560			December	5,706
April	7,853	1860.			
May	7,888	January	No report.	1862.	
June	8,011	February	....do....	January	5,633
July	10,150	March	....do....	February	6,121
August	13,867	April	9,191	March	10,246
September	11,033	May	11,023	April	8,951
October	8,730	June	8,126	May	7,541
November	9,748	July	14,079	June	7,045
December	9,657	August	17,270	July	9,433
		September	10,948	August	11,610
1859.		October	11,018	September	11,295
January	12,025	November	8,706	October	8,677
February	14,002	December	11,213	November	5,852

Question. Will the number of packages sent to the public stores be increased or decreased ratably with the increase or decrease of importations; and what, in your judgment, based upon the facts within your knowledge, is the comparative importations during the year ending the first day of this month, and each of the preceding three years?

Answer. To the first part of the question I answer I think not. During a period of light importations, smaller invoices of goods are imported; that is, there is a smaller number of packages returned on the invoices, and the law requires a certain number of packages from each invoice shall be sent to the store. Where there are twenty cases of the same kind of goods upon the same invoice, probably only two packages would be sent, whereas if there were only two cases on the invoice, both of them would be sent.

To the last part of the question I am unable to give an answer.

NEW YORK, *December* 20, 1862.

MUNSON GRAY sworn:

Question. Have you had any experience in connexion with the custom-house in New York?

Answer. I have been in the appraisers' store about 22 years, and up to last March.

Question. Before the labor contract was made, in what manner was the labor, which was provided for by that contract, performed, and under whose direction?

Answer. Under direction, I believe, of the storekeeper and the collector. The government furnished the labor and employed the men.

Question. What are the general duties of the custom-house storekeeper?

Answer. He is supposed to be in charge of the stores under the collector. I mean by the public stores, the appraisers' stores.

Question. Do you mean the buildings in which certain packages of goods are sent for examination?

Answer. Yes, sir.

Question. The storekeeper then has the general charge and control of the goods which are sent to the public store for examination to see whether the articles imported correspond with the invoices, and whether any frauds are being perpetrated upon the revenue laws?

Answer. They are under his charge.

Question. Was the expense to the government increased or diminished by what is known as the labor contract, which was entered into about the first of August, 1859?

Answer. I think when that contract was first made the importations were very limited, and the expense to the government was very heavy for labor.

Question. Were men employed who were not actually needed?

Answer. Yes, sir; a great many more than were needed. The number of men was gradually increased until they numbered more than 200, which were far more than were needed.

Question. Political influences resulted in a constant increase?

Answer. Yes, sir; in connexion with bad management upon the part of the storekeeper.

Question. Now, the question is whether those expenses were increased or diminished by the adoption of the labor contract?

Answer. I think the contract was considerably less than the expenses were before to the government, but then the importations fell off very much, particularly during the year 1861. The contractors managed the store with a very few men, and with very little expense comparatively.

Question. And of course from that cause resulted large profits to the contractors?

Answer. Yes, sir.

Question. Taking the last two or three years as a basis, what would be the fair annual expense of performing the labor in connexion with the government stores?

Answer. I do not know that I can answer that question. In 1861, if I recollect aright, the importations were light, and the contractors employed only about fifty men. I do not know the exact number.

Question. What was the amount received per year by the contractors under the labor contract, and during the year 1861? What were

the probable expenses, and what the fair profit to the contractor under the contract, and what the number of men ordinarily employed?

Answer. I believe they received about $126,000 a year out of the contract. The expenses were about $49,000, leaving a profit of about $77,000. The men employed were about fifty, on an average.

Question. What do you know of that contract being transferred to other parties?

Answer. The original contractors were McIntyre, Bixby & Co., and it was reported that other parties came in—Mr. Simon Stevens and Mr. Wyman, and some others, as I heard.

Question. Did any one of these contractors interfere with the duties of the government storekeeper, in any way, in breaking packages or delivering goods?

Answer. There was a package received in the store from one of the steamers, and sent to the fourth loft of the building. A few days afterwards, in going the rounds of the store, I found that package in the contractors' private office, opened. A part of the contents had been taken out and delivered to the owners. I believe the duties had not been fully paid upon that package. I ascertained that Mr. Stevens ordered that package from the fourth story to his office, and had had it opened and a part of the goods delivered.

Question. By what authority did he do it?

Answer. I suppose he would say he took the responsibility. He got it out through the clerks, in some way or other, but he had no authority to do it. I take it, he had no authority under the contract. I wrote a note to the collector about it.

Question. Was it not your duty, when this fact came to your knowledge, to complain of Stevens's conduct in interfering with public business which did not concern him?

Answer. Certainly; and I wrote a letter to Mr. Barney stating the fact.

Question. What was the result? Was Mr. Stevens excluded afterwards from the public building?

Answer. No, sir; but he got me excluded afterwards. He gave me to understand that the thing was made all right, and if I was not quiet upon the subject he would get me removed.

Question. When was this?

Answer. I think it was in August, 1861.

Question. Were these contractors allowed any clerks at the expense of the government?

Answer. They had the services of two government clerks, but they were not allowed by the government. One was Mr. Baum, who made out a list of the men and called the roll, and I believe he acted as foreman of the contractors. His relation to the government was that of receiving clerk. Mr. Dempsey was the other clerk in the storekeeper's office. He used to make out the pay-roll for the contractors.

Question. Did this Mr. Stevens occupy a room in the government storehouse?

Answer. He had an office in front, on Broadway.

Question. Fitted up at the expense of the government?

Answer. Yes, sir.

Question. Was it a public office, or was it for his own use?

Answer. It was an office for the contractors.

Question. Was any such office known in that building before that time?

Answer. Not before the contract was made. The other contractors had an office in Broad street, but not fitted up like Stevens's office.

Question. He fitted up an office in Broadway?

Answer. Yes, sir; and at a large expense to the government, too.

Question. Do you think it cheaper and more economical for the government to have this labor performed by contract than to have it performed by the storekeeper employing men for that purpose?

Answer. I think the government can do it cheaper than it has been done, and I am told that they are doing it cheaper now than they were under the contract, though they have increased the number of men. I think there are more men there than are needed, but still I believe the work is done cheaper than formerly.

Question. Are goods which are seized for a violation of the revenue laws taken to the public stores?

Answer. Nearly all are. If a whole cargo were seized they could not take them there; but generally, I believe, seized goods are taken there. I believe there is a new plan adopted now.

Question. A list of the goods so seized is kept at the public stores?

Answer. I believe so.

Question. Is the practice now as to seized goods different from what it was formerly?

Answer. Several years ago the seized goods were entered and reported (by the United States storekeeper, 56 Broadway) at the warehouse department the same as other goods. But in order, I suppose, to have that branch of the business kept secret, a private report is now made to the clerks in the collector's department. Formerly the seized goods were in charge of the storekeeper at the appraisers' store, but now, I believe, the goods are locked up in a private room and the key is in the hands of a clerk, under the direction of the surveyor. This is all wrong. The storekeeper is the proper person to take charge of the seized goods, which should be entered on the report and sent to the warehouse department. Then every package seized would be accounted for to the government.

NEW YORK, *December* 20, 1862.

STEWART VAN VLIET sworn:

Question. Please state your official position, and where you are on duty at the present time.

Answer. I am quartermaster in the army, and am on duty in New York city, in charge of the quartermaster's department.

Question. Have you, as such quartermaster, purchased or chartered any vessels for any of the recent expeditions?

Answer. I have not.

Question. Please state whether any such purchases or charters of

vessels have been made in the city of New York; and if so, when and by whom, so far as your knowledge extends?

Answer. I was informed that Commodore Vanderbilt was intrusted with getting up, chartering, and fitting out vessels for the Banks expedition. I, as quartermaster here, have neither chartered nor purchased vessels for that expedition.

Question. These charters and purchases, so far as you know, have been made by Mr. Vanderbilt?

Answer. They have, so far as my knowledge extends.

Question. What are your means of knowledge in this matter? and have any returns been made to your office of the purchases and charters made?

Answer. No returns whatever have been made to my office. Those transactions were independent of the quartermaster's department in this city.

Question. Have you any knowledge of what vessels Commodore Vanderbilt purchased and chartered?

Answer. I have not officially. All I know is from what he told me. I knew he was engaged in fitting out the expedition.

Question. To whom does Commodore Vanderbilt report?

Answer. I do not know.

Question. Where should the list of those vessels be found?

Answer. He should make a charter for each vessel and forward it to the quartermaster general's office. I know that Mr. Tucker, the Assistant Secretary of War, has been on here in relation to matters connected with that expedition, and consulted with Commodore Vanderbilt.

Question. Will you furnish the committee with a list of the vessels chartered or purchased by you?

Answer. I will.

The following is the list, subsequently furnished by the witness:

List of vessels chartered.

Name of vessel.	Tonnage.	Rate of charter.	Of whom chartered.	Length of charter.	Place of discharge.
		Per day.			
Steamer Illinois°	2,126	$1,200 00	Marshall O. Roberts		
Steamer Empire City°	1,754	1,000 00	do		
Steamer North Star°	1,867	1,200 00	Atlantic & Pacific Steamship Company		
Steamer Northern Light°	1,761	1,200 00	do		
Steamer Chi Kiang°	1,250	1,100 00	J. W. Forbes & Co		
Steamer M. Sanford°	900	950 00	James P. Sanford		
Steamer New Brunswick°	850	900 00	International Steamship Company		
Steamer Eastern Queen°	700	‡1,700 00	A. B. Vannevan, agent		
Steamer Honduras°	376	400 00	S. H. Ackerman		
Steamer Niagara°			A. J. Richardson		
Steamer Merrimack°	2,000	1,200 00	John H. Foster & Co		
Steamer Mississippi°	2,000	1,200 00	do		
Steamer Continental°	1,623	1,100 00	Ocean Steam Navigating Company		
Steamer Mary A. Boardman°	400	450 00	Ayman & Co		
Steamer Quinebaug†	300	250 00	Horace Whitaker		
Steamer Shetucket†	300	250 00	do		
Steamer Charles Osgood†	300	250 00	do		
Steamer James T. Green†	350	250 00	Thomas Clyde		
Steamer Quincy†	400	300 00	James S. Whitney		
Steamer Saxon†	458	300 00	do		
Steamer Salvor†	500	450 00	Thomas Clyde		
Steamer Haze†	291	250 00	Charles H. Mallory		
Steamer Prometheus†	664	450 00	E. A. Souder & Co		
Steamer Albany†	250	250 00	C. W. Kenworthy		
Steamer Jersey Blue†	250	250 00	do		
Steamer Cumbria†	477	450 00	E. A. Souder & Co		
		Per ton per month.			
Ship Amasonian	500	$4 00	D. E. Mayo	60 days	At any port
Ship T. J. Southard	1,081	4 25	J. F. Howard	3 months	At New York
Ship Moro Castle	523	4 50	L. R. Ross	do	do

Ship Sparkling Sea	893	4 00	A. C. Walsh	do	At any port
Ship Jenny Beals	1,094	4 00	John Crocker	do	do
Ship Oloman	780	4 00	John H. Stuart	do	At New York
Ship Theobaldo	836	4 00	George H. Theobaldo	do	do
Ship Pocahontas	1,088	4 00	Benjamin Delano	do	do
Ship Lucinda	838	4 00	Thomas Smith	do	At any port
Ship Wizard King	1,398	4 00	J. A. Cobb	do	do
Ship Aquila	1,119	4 00	David Oliver	do	At New York
Ship Windemore	1,107	4 00	David J. Harding	do	At any port
Ship Montebello	1,049 72/95	3 75	Dunbar Henderson	do	do
Ship William Woodbury	1,091	3 75	William Leavitt	do	do
Ship J. Morton	1,149	3 75	L. W. Gilley	do	do
Ship International	1,000	4 00	Nathan L. Seavey	do	do
Ship Planter	1,905	3 75	Abraham Bells & Son	do	do
Ship Alice Counce	1,156	3 75	William J. Singer	do	do
Ship Jenny Lind	620	3 75	J. E. Eaton, jr	do	do
Ship Constellation	1,568	3 75	Charles Carow	do	do
Ship George Peabody	1,397	3 75	William T. Weld & Co	do	do
Ship L. L. Sturges	1,150	3 75	Sturges, Clearman & Co	do	do
Ship Belle Wood	1,396	3 75	John A. McGraw	do	do
Ship Undaunted	1,370	3 75	William H. Foster	do	do
Ship William S. Schmidt	775	3 25	Charles Carow	do	do

* These steamers to furnish their own coal.
† These steamers to furnish their own coal for 20 days, after which the government is to coal them.
‡ $900 for 30 days, $800 for balance.

Question. Under the rules and regulations of the War Department, through whom would such charters and purchases as have been made by Vanderbilt be naturally made?

Answer. Through the officers of the quartermaster's department.

Question. For what reason was the usual mode prescribed by the rules and regulations departed from in this case?

Answer. I do not know. I think Mr. Vanderbilt was appointed a special agent for the government.

Question. Does he hold any office in the quartermaster's department?

Answer. Not to my knowledge. He sent in some papers to my office, in which he signed himself special agent.

Question. Was there any reason within your knowledge why the quartermaster's department could not have been employed to do that business?

Answer. None.

Question. Had you not sufficient force in your office to perform that service?

Answer. I had and have sufficient force.

Question. Had you yourself suggested that in consequence of the other duties of your office, that business should be devolved upon some other person?

Answer. No, sir.

Question. Was the assistant quartermaster general in this city consulted upon that question at all?

Answer. Not to my knowledge.

Question. Have you understood what course would be taken after the departure of the expedition?

Answer. Yes, sir; I have understood that then everything connected with the expedition would be transferred to the quartermaster's department.

Question. From whom did you understand that?

Answer. I believe from Commodore Vanderbilt himself, and from the Assistant Secretary of War, John Tucker.

Question. Has such transfer yet been made?

Answer. It has not.

Question. Have any vessels chartered or purchased by you been turned over to the Banks expedition?

Answer. Yes, sir. I have no official information of the fact, but I understand that some fifteen vessels that I chartered have been turned over to that expedition. In the latter part of October I received instructions from the quartermaster general to charter, for a short period, vessels sufficient to carry ten thousand troops to re-enforce our troops at Port Royal. Those vessels were chartered about the first of November, and sent to Baltimore and Washington to receive the troops. But I understand that those vessels were subsequently transferred to the Banks expedition. I have not *purchased* any vessels which were transferred to that expedition.

Question. Will you furnish the committee with a list of the vessels chartered by you which were so turned over?

Answer. Yes, sir.

The following is the list subsequently furnished by the witness:

Name of vessel.	Date of charter.	For what period.	Rate per day.	Remarks.
	1862.			
Steamer Arago.....	Oct. 29	15 days, with privilege ...	$1,200	All port charges and pilotage, except out and in and at New York, to be paid by Major Van Vliet. Coal found by owners.
Steamer Atlantic ...	Oct. 30	....do.....do.	1,200	Do. do. do.
Steamer Baltic.....	Oct. 30	....do.....do.	1,200	Do. do. do.
Steamer Curlew	Oct. 30	....do.....do.	375	Do. do. do.
Steamer Key West..	Oct. 30	....do.....do.	600	Do. do. do.
Steamer Thorn	Oct. 31	....do.....do.	250	Do. do. do.
Steamer Thames*...	Nov. 1	....do .....do.	350	Do. do. do.
Steamer Matanzas..	Nov. 1	2 months from November 6, with privilege.	800	Do. do. do.
Steamer Pocahontas.	Nov. 3	15 days, with privilege ...	650	Do. do. do.
Propeller City of Bath	Nov. 7	For a voyage from New York to Hilton Head, *via* Washington.	500	All port charges and pilotage, except out and in and at New York, to be paid by Major Van Vliet; and all coal for use of said steamer to be supplied by Major Stewart Van Vliet.

* The Thames is a new vessel, built for China trade; was chartered by Captain Hodge, United States army, March 5, 1862; has been to Port Royal and back; was discharged September 15, and taken in service again November 1 to take troops to Hilton Head; broke her machinery and was towed into Port Royal. She is one of the best sea-going vessels of her tonnage.

STEWART VAN VLIET,
Major and Quartermaster.

NEW YORK, *December* 22, 1862.

ROBERT MURRAY sworn:

Question. Please state your residence and official position.

Answer. I reside in New York, and am United States marshal for the southern district of New York.

Question. How long have you occupied that position?

Answer. Since the 20th of April, 1861.

Question. Can you state to the committee the amount of money you have received by virtue of your office during the time you have been marshal?

Answer. I cannot without examining my books.

Question. Will you furnish a statement thereof to the committee and consider the same as a sworn part of your evidence?

Answer. I will.

The witness subsequently furnished the following statement:

U. S. MARSHAL'S OFFICE, SOUTHERN DISTRICT OF NEW YORK,
New York, December 24, 1862.

Marshal's earnings from 22d April to the 30th June, 1861, inclusive..... $950 56

Marshal's net earnings from the 1st day of July, 1861, to the 31st day of December, 1861..... 2,930 47

Marshal's net earnings from 1st January, 1862, to 30th June, 1862	$2,126 80
Marshal's net earnings from 1st July to 31st December, 1862, probably	1,500 00
	7,507 83
Deduct from above amount disallowances by First Comptroller	800 00
	6,707 83

The probable amount of marshal's commissions arising from the sale of all prize property during the existence of the present rebellion, after deducting the expenses of additional clerk hire and three additional deputies, together with interest upon advances made by him, and other incidental expenses, will not exceed $15,000.

ROBERT MURRAY,
United States Marshal.

Question. Of what items are the receipts made up?

Answer. Fees for serving legal processes, for making arrests on criminal warrants, for commissions as disburing officer of the government, and for commissions on the marshal's sales.

Question. Is there any limitation by law on the amount of your fees?

Answer. Yes, sir.

Question. What is it?

Answer. Not to exceed $6,000.

Question. Have you received anything by virtue of the confiscation of vessels?

Answer. I have received nothing under the confiscation act, nor from the condemnation of prizes; on the contrary, I am in advance some fifty or sixty thousand dollars.

Question. Where is all the prize money which has been received?

Answer. In the sub-treasury.

Question. Do you know the amount?

Answer. About a million of dollars. About three hundred thousand dollars more has been deposited within one or two days, making in all in the neighborhood of $1,250,000.

Question. Is what you receive from confiscations and prize money outside of your salary?

Answer. That is a mooted question.

Question. If it should be decided that you should be entitled to fees in connexion with those matters outside of $6,000, what would it amount to?

Answer. I cannot say.

Question. Would it be heavy?

Answer. I think it would be heavy. I can make a calculation and submit it to the committee. I would like to say in this connexion that a week ago last Saturday I was sued in these slave-trade cases. I had arrested quite a number of vessels charged with being engaged in that traffic. They were condemned in the district court, and an

appeal was taken. Pending that appeal the vessels and cargoes were bonded. I have been sued for the wharfage, storage, and labor.

Question. Who is going to settle this question of your fees beyond the $6,000.

Answer. I think the Solicitor of the Treasury.

Question. It has not yet been settled?

Answer. It has not. My commissions under the fee bill are two and a half per cent. on the first five hundred dollars, and one and a quarter per cent. on all above that amount. In the ordinary business of the marshal's office of this district it is impossible to make honesty the maximum. The marshal cannot make over three or four thousand dollars under the present fee bill.

NEW YORK, *December* 22, 1862.

JOSEPH S. SMITH, sworn:

Question. Where do you reside?

Answer. In Brooklyn.

Question. What is your business?

Answer. I am storekeeper by appointment at the United States public stores in Broadway.

Question. From whom did you derive your appointment?

Answer. From Mr. Barney and Secretary Chase together, I suppose.

Question. What is the system now pursued at the public stores in reference to receiving and delivery of goods?

Answer. The labor is now performed by the government, under the direction of the Secretary of the Treasury and Mr. Barney.

Question. How long have you been in charge of the public stores?

Answer. Only since the 8th of September, 1862. I was appointed to that place the first of March, but there was a contract then existing between the government and some gentlemen of this city who conducted the business.

Question. Have you had an opportunity to judge of the comparative cost of doing this work under the contract system and the present system?

Answer. I had not a fair opportunity to judge, from the first of March to the 8th of September, as to the real cost under the contract system. I had no access to the books and pay-roll. They were in the hands of the men who had the contract. I had charge of the books containing the record of receipt and delivery of goods, but had no control of the men employed. Since the 8th of September I have had charge, under Mr. Barney, the collector, of the men and the payment of the men.

Question. How does the force now employed compare with the force then employed?

Answer. I was instructed to take charge of the store with the men employed on the 8th of September. Beyond that I have no means of knowing how many men they employed. From the increased business we had difficulty in receiving and delivering goods with the ex-

pedition and despatch required by merchants, with the number of men employed when we took the business from the contractors.

Question. Have you men enough now?

Answer. We have rather more men now than are required, as business has relaxed. More men were added in October, but last week an order was received to dismiss eight or ten to-day.

Question. Did you, in October, put on more men than were necessary for the business then?

Answer. I think not.

Question. How many had you in November, over and above what were necessary to do the business?

Answer. I think we might have got along with perhaps fifteen or twenty less. But men are coming and going, and sometimes they are sick, and it is necessary to have a sufficient force.

Question. How many are employed now?

Answer. The average number in the appraisers' department is 110.

Question. At what wages?

Answer. Mostly at fifty dollars a month. A few receive less than that.

Question. Have your more men at the present time than are absolutely required?

Answer. I think we have more men now than we are using, as business is a little slack. I understand that ten more are to be dismissed, with the understanding that when business increases they shall be put on again.

Question. Is the business now managed as cheaply as it can be?

Answer. It has been since the 8th of September, and the expenses have been very considerably less than they were under the contract. I have brought with me a statement showing the comparative expenses last year under the contract and the expenses this year, and also showing the increase of business this year over that of last year. It is sixty-seven per cent. during the two months and over in which I have had charge of the business.

Question. What does the table, which you here offer as a part of your testimony, exhibit in full?

Answer. It shows the difference in the amount paid by the government to the contractors and that paid since the contract expired, during corresponding periods of time.

Question. What is that difference?

Answer. It is $6,026 40 less from the 8th of September to the 1st of December.

Question. What else does the statement show?

Answer. It shows the increase of business during that time over that of the same period last year. The increase is about sixty-seven per cent. It gives the number of packages in both cases.

Question. What else does the statement show?

Answer. It shows that the business for four months preceding the first of December this year is more than double what it was during the corresponding time last year. I made an estimate for Mr. Barney that the business of the store may be done with liberality, and with full payment of everything, with an average of about 100 men.

The following is the statement presented by the witness as a part of his testimony:

Statement of the expenses of United States public store, from September 8 to December 1, 1862.

Date.	For what purpose.	Amount.	Average per week.	Average weekly.
Sept., 1862.	Incidental expenses	$47 64	$14 29	
	Cartage	2,620 86	786 24	
	Labor	3,395 95	1,018 78	
				$1,819 31
	Total for 3⅓ weeks	6,064 45		
Oct., 1862.	Incidental expenses	447 43	99 42	
	Cartage	2,812 12	624 90	
	Labor	5,374 45	1,194 30	
				1,918 62
	Total for 4½ weeks	8,634 00		
Nov., 1862.	Incidental expenses	554 73	133 14	
	Cartage	1,483 21	355 98	
	Labor	5,622 20	1,349 28	
				1,838 40
	Total for 4⅙ weeks	7,660 14		

As paid contractors:

September, 3⅓ weeks, at $2,365 per week	$7,888 33
October, 4½ weeks, at $2,365 per week	10,642 50
November, 4⅙ weeks, at $2,365 per week	9,854 16
Total	28,384 99

As paid since September 8, 1862:

September, 3⅓ weeks	$6,064 45	
October, 4½ weeks	8,634 00	
November, 4⅙ weeks	7,660 14	
Total		22,358 59
		6,026 40

Number of packages received from September 8 to December 1, 1862.

Average of September for 20 days, 3⅓ weeks	6,740	
Average of October, 4½ weeks	8,677	
Average of November, 4⅙ weeks	5,852	
Total		21,269
Number of packages received in September, 1861, 3⅓ weeks	3,173	
Number of packages received in October, 1861	4,464	
Number of packages received in November, 1861	5,121	
Total		12,758
Increase		8,511

8,511 packages more in 1862 than in 1861, being an increase of 67 per cent. in the business at United States public store for the same time.

August, 1862		11,610
September, 1862		11,295
October, 1862		8,677
November, 1862		5,852
Total		37,434
August, 1861	4,038	
September, 1861	3,967	
October, 1861	4,464	
November, 1861	5,121	
Total		17,590
Increase		19,844

NEW YORK, *December* 22, 1862.

SIMON STEVENS sworn:

Question. Were you, or were you not, interested in what is called the labor contract at the public stores?

Answer. I was.

Question. From what time to what time?

Answer. From about the 11th of May, 1861, until about the 6th or 7th of September, 1862.

Question. Who else was interested with you in the contract during that time?

Answer. Mr. Luther B. Wyman.

Question. Any other person?

Answer. I know of no other person directly interested.

Question. Any other person indirectly?

Answer. I represented one half of the contract and Luther B. Wyman represented the other half.

Question. Be kind enough to tell us whether anybody else had any direct or indirect interest in it?

Answer. I represented one-half of it. It was in my name. I bought it and paid for it.

Question. Did anybody have any direct or indirect interest in that half you represented?

Answer. After the acquisition of the contract I employed Mr. Francis M. Bixby to conduct the business, he being one of the original contractors with the government. By that arrangement he had an interest under me, and no other persons under me, either connected with the government or otherwise, to my knowledge.

Question. Did any other person have any indirect interest in the half you represented?

Answer. Not that I am aware of, unless under Mr. Bixby.

Question. Did anybody have any indirect interest in any portion of the contract except that which you represented?

Answer. I have only my suppositions.

Question. What do you know about that matter?

Answer. That I was requested to pay one-half of the profits, whatever they might be, over and above expenses, to William Allen Butler. Mr. Butler stated that he was the attorney for Mr. Wyman. Payments were so made and receipt therefor given by William Allen Butler, as attorney for the first two payments. Subsequently receipts were given by him for money paid to him, signed in initial "W. A. B." Then and from that day all payments were made to him and receipts given by him, and so signed, with the exception of some few payments which were made to George W. Parsons, who sometimes receipted for them, simply "G. W. P.;" on some occasions "W. A. B. per G. W. P.," and sometimes "G. W. P. for W. A. B."

Question. Who is this William Allen Butler?

Answer. He is of the law firm of Barney, Butler & Parsons.

Question. Who is this Mr. Parsons?

Answer. He is of the firm of Barney, Butler & Parsons.

Question Who is the Barney of that firm?

Answer. Hiram Barney, collector of the port of New York.

Question. Is that firm now in business here?

Answer. Yes, sir.

Question. Did you pay any of these proceeds to Mr. Wyman himself?

Answer. No, sir.

Question. Did Mr. Wyman himself direct you where to pay those proceeds?

Answer. He did not.

Question. Did you have any authority directly from Mr. Wyman to pay them as you did?

Answer. Simply on the day of the execution of the papers Mr. William Allen Butler said, in the presence of Mr. Wyman, this in purport: "As I am the attorney for Mr. Wyman, the net proceeds of this contract will be paid to me."

Question. Did Mr. Wyman assent to that?

Answer. Mr. Wyman nodded assent.

Question. You took no paper to protect you for such payments?

Answer. I did not, nor have I any such papers.

Question. Do you know, from Mr. Wyman or otherwise, whether Mr. Wyman had any interest in this contract beyond the use of his name?

Answer. Mr. Wyman has on several occasions stated to me that he had no interest, direct or indirect, in the contract otherwise than the use of his name.

Question. Did he tell you who had the interest represented by his name?

Answer. He said he knew of nobody in this matter except William Allen Butler, who claimed to act as attorney for the parties actually in interest.

Question. What is the business of Mr. Wyman?

Answer. He is chief clerk, I am informed, of the house of Charles H. Marshall & Co.

Question. Is any member of the firm of Charles H. Marshall & Co.

connected with either of the members of the firm of Barney, Butler & Parsons?

Answer. I am informed that William Allen Butler married the daughter of Charles H. Marshall.

Question. Is there any other connexion between any member of the firm of Charles H. Marshall & Co., and any member of the firm of Barney, Butler & Parsons?

Answer. I have been told, though I do not know it of my own knowledge, that Mr. Charles H. Marshall is one of the sureties of Hiram Barney on his official bond as collector of the port of New York.

Question. How came you first connected with that contract?

Answer. Being personally acquainted with each of the owners of the original contract, shortly previous to the incoming of the present administration some members of that firm informed me that they would like to dispose of the contract. I undertook to make arrangements to buy them out.

Question. What steps did you take?

Answer. I entered into negotiations with the parties owning it, and succeeded in making the purchase.

Question. In your negotiations to purchase this contract, did you find that any other parties were also negotiating to purchase it?

Answer. Yes, sir.

Question. What parties did you learn were negotiating for the purchase of it while you were also negotiating?

Answer. Through the Hon. Moses F. Odell I learned that other parties were negotiating for it. Among names mentioned was that of William Allen Butler, who claimed to be acting as attorney for parties really in interest.

Question. What was your next step after learning this fact?

Answer. I was put in communication with Mr. William Allen Butler; negotiations were continued to completion, and the contract assigned to Luther B. Wyman and Simon Stevens. A power of attorney was filed in the auditor's office, authorizing Luther B. Wyman and Simon Stevens to act as attorneys for William N. McIntyre, John C. Mather, Francis M. Bixbey, and James B. Craig. Copies of the contract and power of attorney I submit herewith.

The following are the papers submitted:

TREASURY DEPARTMENT, *March* 5, 1862.

SIR: In compliance with the resolution of the House of Representatives of the 31st ultimo, I have the honor to transmit herewith copies of contracts made by Augutus Schell, the then collector of customs, with the approbation of the Secretary of the Treasury, with William N. McIntire and others, bearing date the 6th of August and 1st October, 1859, for packing, receiving, distributing, opening, closing, and delivering packages containing goods, wares, and merchandise imported into the port of New York; also a copy of a bond of Theodore Payne and John C. Schumaker to the United States, dated 26th August, 1859.

In reply to the second branch of this resolution of the House of Representatives, I send a copy of a letter from Hiram Barney, collector of customs, New York, in which it is stated that the labor is performed under the direction of Francis M. Bixby, one of the original contractors, and the weekly payments are

made by Luther B. Wyman and Simon Stevens, as attorneys of William N. McIntire, John C. Mather, F. M. Bixby, and James B. Craig, the original contractors.

And further that the stores where the goods are stored upon which the labor is performed under the contract referred to, are owned by Asa Fitch, but are leased to the government by Sturgis, Shaw & Co. at an annual rent of $55,000.

With great respect,

S. P. CHASE,
Secretary of the Treasury.

Hon. G. A. GROW,
Speaker of House of Representatives.

TREASURY DEPARMENT,
Office of Commissioner of Customs, February 5, 1862.

SIR: I have the honor to transmit herewith copies of contracts made by Augustus Schell, the then collector of customs, New York, with the approbation of the Secretary of the Treasury, with William N. McIntire and others, bearing date the 6th of August, and 1st October, 1859, for packing, receiving, distributing, opening, closing, and delivering packages containing goods, wares, and merchandise imported into the port of New York, furnished in pursuance of a resolution of the House of Representatives of the United States, dated the 31st January, 1862; also copy of a bond of Theodore Payne and John G. Schumaker to the United States, dated 26th August, 1859.

I have the honor to be, your obedient servant,

N. SARGENT,
Commissioner of Customs.

Hon. S. P. CHASE,
Secretary of the Treasury.

CUSTOM-HOUSE, *New York, March* 1, 1862.

SIR: The copies of contracts between McIntire and others and the United States for performing labor, &c., at the appraisers' stores, which were enclosed in your letter of 15th ultimo, have been carefully compared with the originals, and are herewith returned, together with a copy of the power of attorney from the contractors to Luther B. Wyman and Simon Stevens. There are no other documents in this office relating to the matter. As stated in my letter of the 12th ultimo, this contract has no reference to labor on "general order" goods, which is always performed, at the expense of the importer, by the proprietor of the warehouse where the goods are stored.

Very respectfully, your obedient servant.

HIRAM BARNEY, *Collector.*

Hon. S. P. CHASE,
Secretary of the Treasury.

Contract between William N. McIntire and others and the United States of America.

This indenture made this twenty-sixth day of August, in the year one thousand eight hundred and fifty-nine, by and between William N. McIntire, John C. Mather, Francis M. Bixby, and James B, Craig, parties of the first part, and Augustus Schell, collector of the port of New York, acting for and in behalf of

the United States, with the approbation of the Secretary of the Treasury, party of the second part, witnesseth: Whereas it is desirable to reduce the expenses of labor and laborers at the United States appraisers' stores in Broad street, or such stores as may from time to time be known as such, in packing, receiving, distributing, opening, closing, and delivering packages containing goods, wares, and merchandise imported into the port of New York, so far as a due regard for the interests of the government and the importer will permit:

And whereas the said William N. McIntire, John C. Mather, Francis M. Bixby, and James B. Craig. parties of the first part, propose to furnish such labor and laborers, and perform such services, and to pay the expense of transporting said merchandise to said stores for the sum of one hundred and thirty-seven thousand (137,000) dollars per annum, payable weekly in equal weekly payments of two thousand six hundred and thirty-four and sixty-one one hundredths ($2,634\frac{61}{100}$) dollars:

Now, therefore, the parties of the first part, for and in consideration of one dollar received by them from the party of the second part before the delivery hereof, and in consideration of the several and mutual covernants and agreements herein contained, on the part of the party of the second part, to be paid, done, and performed, have, and by these presents, for themselves, their heirs, executors and administrators, do covenant, promise, aud agree to and with the party of the second part and with his successors in office and assigns, that for and during the term of three years, from the fifth day of September, one thousand eight hundred and fifty-nine, and for, and during the existence of this contract, and while the same shall be and remain in full force and virtue binding and obligatory upon the parties hereto, the parties of the first part will furnish, employ, and pay at their own sole cost all the labor and laborers which may be at any and all times necessary for the purpose of receiving, storing, and delivering all goods, wares, and merchandise which may be received at the stores in Broad street, now occupied and used by the United States appraisers, or any stores which may, during the continuance of this contract, be occupied and used by said appraisers for the examination and appraisement of imported goods, wares, and merchandise by virtue of the revenue laws of the United States; that they will take the packages from the carts and drays, and will place and distribute said packages in such parts of said stores as the party of the second part or the United States appraisers may direct for the covenient examination of said packages, and will open the same for such examination by said appraisers, and will repack and close the same when examined, and will, under the directions of the said party of the second part, deliver to the importer said goods, wares and merchandise when duly permited, or transfer the same to such bonded warehouse as may be ordered by the party of the second part, and furnish carts and cartmen for such transfer or delivery, the expenses of such transfer or delivery being chargeable on goods so transfered or delivered; that they will furnish carts and cartmen, and transfer all goods ordered by the party of the second part from bonded warehouses to said stores in Broad street; and that they will pay all such incidental expenses as may be incurred in keeping in repair the hatchways, the floors, stairways, ceilings, and other portions of the stores now used by said appraisers, or which may, during the continuance of this contract, be used by them for the purposes aforesaid, and all other incidental expenses as may be incurred at said stores, and will perform any other labor or service which the prompt and efficient receipt, examination, and delivery of goods, wares, and merchandise at said stores may, in the opinion of said party of the second part, require.

And the parties of the first part further covenant and agree, as aforesaid, to employ no laborer in said stores whose integrity or general conduct shall or may be objectionable to the party of the second part, or to the United States appraisers.

The party of the second part shall retain the entire possession and control of said stores, and the custody of said goods, wares, and merchandise as required by law, and shall, under the authority of the Secretary of the Treasury, appoint such officers as may be necessary to keep an account of the goods, wares, and merchandise received and delivered at said stores, at the expense of said party of the second part in conformity with the regulations of the Treasury Department.

The parties of the first part further agree to and with the party of the second part that they will pay the costs of transportation of all goods ordered to said stores for examination for and during the existence of this contract.

And the party of the second part, as collector of the port of New York, for and in consideration of the premises, and of the several mutual covenants and agreements herein contained on the part of the parties of the first part to be paid, done, and performed, has, and by these presents, for himself, his sucessors in office, and assigns, does covenant, promise, and agree to and with the parties of the first part, and with their heirs, executors, and administrators to pay them the sum of one hundred aud thirty-seven thousand (137,000) dollars per annum the due proportion of which amount, to wit: two thousand six hundred and thirty-four sixty-one one hundredths ($2,634\frac{61}{100}$) dollars shall be paid to the parties of the first part on the last day of each week for and during the existence of this contract, and while the same shall remain in full force and virtue, and be binding and obligatory upon the parties contracting.

And it is further covenanted and agreed by the party of the second part that the said party of the second part will collect and receive from the owners or consignees of all goods, wares, and merchandise which may be sent to said stores for appraisement, without invoice, or for appraisement of damage, such sums as may be due on such goods, wares, and merchandise for labor and cartage, and will pay such sums so received to the parties of the first part on the last day of each week during the continuance of this contract.

The parties of the first part further covenant and agree to and with the said party of the second part that, in the reduction by them of the force now employed in said stores, the same shall be so reduced that a proportion of such reduction, not to exceed one-fourth part thereof, shall be made in each week for the four weeks succeeding the entering upon the execution of this agreement. And the party of the second part agrees to pay to the said parties of the first part, in addition to the sum hereinbefore agreed to be paid the sum of three thousand six hundred and six eighty-eight one-hundrdths ($3,606\frac{88}{100}$) dollars, payable weekly, in four equal weekly payments of nine hundred and one seventy-two one-hundredths ($901\frac{72}{100}$) dollars each.

And the said parties of the first part further covenant and agree to and with the said party of the second part that, in the employment of laborers hereafter for said stores, they will pay them the same rate of compensation as has heretofore been paid to the laborers employed in the said stores.

And the parties of the first part further covenant and agree to and with said party of the second part that, in case of the loss or damage of any goods, wares, or merchandise which may be received at said stores through the unfaithfulness, negligence, or inattention of the said parties of the first part, or of persons employed by them in and about the execution of this contract, they will pay and satisfy the owner or owners of said goods, wares, and merchandise, all such loss or damage which may be so sustained, or to which they may be put by reason of such unfaithfulness, negligence, or inattention.

And the parties of the first part further covenant and agree that whenever any claim shall be made for compensation for any loss or damage, as aforesaid, the collector of the customs shall investigate the facts and circumstances of the case, and if he shall decide that the same occurred through the negligence, un-

faithfulness, or inattention of the said parties of the first part, or of persons employed by them, the said parties of the first part shall forthwith pay the amount so decided by the collector to be due to the owner or owners of the said goods, wares, or merchandise, unless the parties of the first part are dissatisfied with the decision of the collector. In such case, they may appeal to the Secretary of the Treasury, whose decision shall be final and conclusive, and the amount so decided by him to be due to the owner or owners of the merchandise for such loss or damage shall be forthwith paid by the parties of the first part; if not so paid, the amount shall be deducted from the weekly payments hereinbefore provided to be paid the said parties of the first part by the collector of customs. It is understood that any decision of the collector or Secretary of the Treasury, exonerating the parties of the first part, will not release them from any liability that may be legally decided against them by the courts.

And the parties of the first part further covenant and agree to and with the said party of the second part that he, the said party of the second part, may employ three persons, at the expense of said parties of the first part, to be placed in said stores at night, and have the care thereof, and to act as watchmen, to protect the goods, wares, and merchandise which may from time to time be placed and kept therein; the said parties of the first part to employ at least two persons to act as watchmen, to be stationed without said stores.

And the said parties of the first part do further covenant and agree to and with the said party of the second part that they will not communicate, either orally or otherwise, any information which they may obtain in the performance of this contract, or otherwise, to any person not attached to the customs or revenue, except such as may be necessary to aid merchants and others in the regular daily routine of business passing through the custom-house, and that they will not, nor will any person in their employ, accept or receive any fee, reward, or compensation from any person or persons, other than that allowed by this contract, for any service they, any, or either of them, or their employés, may render in and about the execution of this contract, or in the performance of any labor or services therein mentioned, or in anywise connected therewith.

And it is mutually stipulated and agreed that, in case the said parties of the first part shall fail to comply with any covenants and agreements herein contained on their part to be kept and performed, the party of the second part, or his successor in office, shall at his option terminate this agreement, or he may employ other persons to execute the same at the cost and expense of the parties of the first part.

And it is further mutually stipulated and agreed that the Secretary of the Treasury may, at any time within six months from the date of this contract, annul and terminate the same, if he shall see fit so to do, on paying to the parties of the first part, in consideration of expenses incurred by them, a sum equal to what they would have been entitled to for one month by virtue of this contract had the same continued in force. In witness whereof, the parties of the first and second parts have hereunto set their hands and seals the day and year first above written.

WILLIAN N. McINTIRE. [L. S.]
JNO. C. MATHER. [L. S.]
FRANCIS M. BIXBY. [L. S.]
JAMES B. CRAIG. [L. S.]
AUGUSTUS SCHELL, [L. S.]
Collector.

Sealed and delivered in the presence of—(the word "sixth," 1st line, 1st page, written over an erasure; the words "fifth," "September," 14th line, 2d page, written over an erasure prior to the execution hereof)—

GEO. D. BAYARD.

TREASURY DEPARTMENT, *August* 27, 1859.

Approved.

HOWELL COBB,
Secretary of the Treasury.

Contract between William N. McIntire and others and the United States.

Memorandum of an agreement made this first day of October, A. D. 1859, between William N. McIntire, John C. Mather, Francis M. Bixby, and James B. Craig, parties of the first part, and Augustus Schell, collector of the port of New York, acting for and in behalf of the United States, with the approval of the Secretary of the Treasury, party of the second part.

Whereas the parties hereto did, on the 26th day of August, A. D. 1859, enter into an agreement, bearing date on that day, by which the party of the second part agreed to pay to the said parties of the first part the sum of one hundred and thirty-seven thousand dollars per annum, in equal payments of twenty-six hundred and sixty-one dollars and sixty-one cents, in consideration of the performance of certain covenants and agreements therein to be kept and performed by the said parties of the first part:

And whereas it has been agreed between the parties hereto to withdraw from the provisions of said agreement certain persons who have heretofore been paid as laborers, but who are, in fact, acting as clerks, messengers, and samplers, and in consideration thereof to reduce said annual payment from one hundred and thirty-seven thousand dollars to one hundred and twenty-three thousand dollars, to be paid in equal weekly payments of twenty-three hundred and sixty-five dollars and thirty-eight cents:

Now this agreement witnesseth, that the said parties of the first part do hereby covenant and agree to and with the said party of the second part, for and in consideration of the sum of one dollar to them paid, that they will well and truly keep, fulfil, and perform all and singular, the covenants and agreements on their part to be kept and performed according to the terms, provisions, and conditions of said agreement, with the exception of the payment of said persons so employed as messengers, clerks, and samplers, for the sum of one hundred and twenty-three thousand dollars per annum, instead of the sum of one hundred and thirty-seven thousand dollars, therein mentioned, payable in equal weekly payments of two thousand three hundred and sixty-five dollars and thirty-eight cents. And the party of the second part, in consideration of the premises, and of the covenants, conditions, provisions, and agreements to be kept, fulfilled, and performed by the said parties of the first part, except the payment by them of the laborers who act as clerks, messengers, and samplers, at said appraisers' stores, as therein mentioned and set forth, does hereby covenant and agree to pay to the said parties of the first part the sum of one hundred and twenty-three thousand dollars per annum, in equal weekly payments of two thousand three hundred and sixty-five dollars and thirty-eight cents, in lieu of the sum of one hundred and thirty-seven thousand dollars in said agreement specified. And the parties hereto do hereby ratify and confirm the said original agreement in all other respects.

In witness whereof, the parties of the first and second parts have hereunto set their hands and affixed their seals the day and year first above written.

WM. N. McINTIRE. [L. S.]
JOHN C. MATHER. [L. S.]
FRANCIS M. BIXBY. [L. S.]
JAMES B. CRAIG. [L. S.]
AUGUSTUS SCHELL, [L. S.]
Collector.

Sealed and delivered in the presence of—(the word three, on page 3, line 3 from top, written over erasure before the execution hereof; also the word "one," page 1, line 15)—

G. HILLNE.

TREASURY DEPARTMENT,
October 8, 1859.

The within contract is approved.

HOWELL COBB,
Secretary of the Treasury.

BOND.

Theodore Payne and John G. Schumaker to the United States.

Know all men by these presents that we, Theodore Payne and John G. Schumaker, are held and firmly bound unto the United States of America in the sum of thirty thousand dollars, lawful money of the United States, for the payment of which, well and truly to be made to the United States, we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally, by these presents, as witness our hands and seals this 26th day of August, 1859.

The condition of this obligation is such, that if William N. McIntire, John C. Mather, Francis M. Bixby, and James B. Craig, or either of them, parties of the first part to a certain indenture made this 26th day of August, 1859, by and between the said William N. McIntire, John C. Mather, Francis M. Bixby, and James B. Craig, parties of the first part, and Augustus Schell, acting as collector of the customs, for and in behalf of the United States, and with the approval of the Secretary of the Treasury, party of the second part, shall well and truly keep and perform each and every covenant and agreement in said indenture specified, then this obligation to be void and of no effect, otherwise to remain in full force and virtue.

Signed, sealed, and delivered this 26th day of August, 1859.

THEODORE PAYNE. [L. S.]
JOHN G. SCHUMAKER. [L. S.]

In presence of—
G. W. CUMMINGS, as to J. G. Schumaker.
GEORGE D. BAYARD, as to Theodore Payne.

UNITED STATES OF AMERICA, *Southern District of New York, ss:*

On the depositions hereto attached I certify that the sureties to the above obligation are competent security for the performance thereof.

SAMUEL R. BETTS,
United States Judge, &c.

NEW YORK, *September* 3, 1859.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

Theodore Payne, being duly sworn, says that he is a resident of the city of New York, in the southern district of New York, and that he is worth the sum of thirty thousand dollars ($30,000) over and above all his just debts and liabilities.

THEODORE PAYNE.

Subscribed and sworn before me this 30th day of August, A. D. 1859.
[L. S.] THOS. B. OAKLEY, *Notary Public.*

SOUTHERN DISTRICT OF NEW YORK, *ss:*

John G. Schumaker, being duly sworn, says that he is a resident of the city of Brooklyn, in the southern district of New York, and that he is worth the sum of thirty thousand dollars ($30,000) over and above all his just debts and liabilities.

J. G. SCHUMAKER.

Sworn and subscribed before me this 31st day of August, A. D. 1859.
[L. S.] CHARLES H. THOMSON, *Notary Public.*

POWER OF ATTORNEY, DATED MAY 11, 1861.

William N. McIntire, John C. Mather, Francis M. Bixby, and James B. Craig, to Luther B. Wyman and Simon Stevens.

Know all men by these presents that we, William N. McIntire, John C. Mather, Francis M. Bixby, and James B. Craig, all of the city of New York, for value received, have made, constituted, and appointed, and by these presents do make, constitute, and appoint, Luther B. Wyman and Simon Stevens, of the same place, our true and lawful attorneys, irrevocable for us and each of us, in the name, place, and stead of us, and each of us, to ask, demand, collect, and receive all moneys to grow due to us, or either of us, from and after this day, under or by virtue of a certain contract between us and Augustus Schell, collector of the port of New York, for the performance of labor at the public stores of the United States in the port of New York, dated August 26, 1859, and a certain other contract, supplemental thereto, between the same parties, and relating to the same subject, dated October 1, 1858, and to give full receipts, discharges, and acquittances for such moneys, and generally to do and transact all business arising under or connected with the said contracts, or our rights and duties under the same; hereby giving and granting unto our said attorneys full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully, to all intents and purposes, as we jointly or severally, or either of us, might or could do if personally present, with full power of substitution and revocation; hereby ratifying and confirming all that our said attorneys or their substitutes shall lawfully do or cause to be done by virtue hereof.

In witness whereof, we have hereunto set our hands and seals the 11th day of May, in the year one thousand eight hundred and sixty-one.

WM. N. McINTIRE. [L. S.]
JOHN C. MATHER. [L. S.]
FRANCIS M. BIXBY. [L. S.]
JAMES B. CRAIG. [L. S.]

Sealed and delivered in the presence of—(the words "due and," on first page, erased, and the words "from and after this day" interlined, before execution)—
ROBERT J. MITCHELL.

STATE OF NEW YORK,
City and County of New York:

On this thirteenth day of May, in the year one thousand eight hundred and sixty-one, before me personally came William N. McIntire, John C. Mather, Francis M. Bixby, and James B. Craig, to me known to be the individuals described in and who executed the foregoing instrument, and severally acknowledged that they executed the same.

ROBERT MITCHELL,
Notary Public in New York City.

CUSTOM-HOUSE, *New York, February* 12, 1862.

SIR: I acknowledge the receipt of your letter of the 1st instant, enclosing a copy of a resolution of the House of Representatives having reference to the existing contract for labor, &c., performed at the appraisers' stores. You state that a copy of the contract will be furnished from the files of the department. It was made by my predecessor, with the approbation of the then head of the treasury, and expires on the 5th September next. It has no reference to "general-order" goods.

In regard to the second branch of the resolution, I have to state that no action has been taken by me on this contract.

The labor is performed under the direction of Francis M. Bixby, one of the original contractors, and the weekly payments are made to Luther B. Wyman and Simon Stevens, as attorneys of William N. McIntire, John C. Mather, F. M. Bixby, and James B. Craig, the original contractors.

The stores where the goods are stored, upon which the labor is performed under the contract referred to, are owned by Asa Fitch, but are leased to the government by Sturgis, Shaw & Co., at an annual rent of $35,500.

I am, very respectfully, your obedient servant,

HIRAM BARNEY, *Collector.*

Hon. S. P. CHASE,
Secretary of the Treasury.

Question. What was the purport of the power of attorney?

Answer. To draw the money.

Question. What was given to the original parties to this contract for this transfer of it to Wyman and yourself?

Answer. Twenty thousand dollars, is my recollection.

Question. Who furnished the money?

Answer. I furnished one-half. For the other half, Mr. William Allen Butler gave his check.

Question. Tell us how much money in the aggregate has been paid over, under this contract, to Mr. Butler, or to his account, or to Mr. George W. Parsons, his law partner, for account of Mr. Butler.

Answer. Knowing, in connexion with Mr. Wyman, that this contract was taken from the government in good faith, and without fraud, and in every one of its particulars executed in the same good faith, I decline to state whether I made profit or loss in the conduct of my business.

Question. Do you decline to answer the question, how much, under this arrangement, has been paid to Mr. William Allen Butler, or to

his account, or to Mr. George W. Parsons, his law partner, for the account of Mr. Butler?

Answer. I decline, for the reason that the government has no right to inquire into my private affairs.

Question. You say you held this contract from May 11, 1861, until its expiration in September, 1862. State the net profits of that contract during that time.

Answer. As an answer to that question, I refer you to my previous answer.

Question. Do you or do you not decline to answer that question?

Answer. In that way, I do.

Question. To enable the government to ascertain whether the contract system is a better way to obtain the performance of this labor than the employment of men by the day by the officers of the custom-house, please state, in the first place, the amount received by you from the government, under the contract, between the 11th of May, 1861, and the expiration of the contract in September, 1862; secondly, the cost of executing that contract during that time; and thirdly, as a consequence of the two other questions, the net profits of the contract.

Answer. By the terms of the contract, the government was to give us at the rate of $123,000 a year, payable weekly, which sum we received; and I will undertake to give bail to perform all the conditions stipulated in that contract for $25,000 less than the sum therein paid. I consider the labor contract the cheaper and more safe mode for the government—cheaper, because, if in the hands of the collector, members of Congress and other individuals urge upon him the appointment of more men than are necessary for the performance of the work; and because, if he refuses, they might threaten him with congressional investigation. The cost of executing such a contract would depend upon the prudence of its management.

Question. What was the actual cost of executing that contract?

Answer. I decline stating, for the reasons already given.

Question. Do you know what it was?

Answer. I do not know now, without referring to my books.

Question. Can you tell by referring to your books?

Answer. I believe I could.

Question. Will you refer to your books and answer the question?

Answer. I will refer to my books. I desire time to reflect in reference to the above question until to-morrow morning.

The witness, at his own request, was here excused until to-morrow morning.

NEW YORK, *December* 23, 1862.

SIMON STEVENS recalled:

Question. Now, Mr. Stevens, we put to you the question we put yesterday. How much money, in the aggregate, has been paid over, under the labor contract, to Mr. Wm. Allen Butler, or to his account,

or to Mr. Geo. W. Parsons, his law partner, for account of Mr. Butler?

Answer. I have previously answered the question.

Question. Will you give any further answer to the question?

Answer. I refer to my answer above as a full answer to that question.

Question. Say whether you will give any further answer or not.

Answer. I decline to give any further answer than is stated above in my testimony.

Question. You say you held this contract from May 11, 1861, until its expiration, by its own terms, September 5, 1862. State the net profits of that contract during that time.

Answer. I repeat my former answer to the same question, which is as follows: Knowing, in connexion with Mr. Wyman, that the contract was taken from the government in good faith and without fraud, and in every one of its particulars executed in the same good faith, I decline to state whether I made profit or loss in the conduct of my business.

Question. Do you decline to give any further answer to the question?

Answer. I have no further answer to make.

The examination of the witness was here suspended by order of the committee.

NEW YORK, *December* 22, 1862.

ISAAC HENDERSON sworn:

Question. Where do you reside?

Answer. In Brooklyn.

Question. What is your business?

Answer. I am navy agent at New York.

Question. How long have held that office?

Answer. Since May, 1861.

Question. What amount of money have you received by virtue of your office during that time?

Answer. I have received at the rate of $3,000 a year.

Question. State what other sources of revenue there is to you outside of your salary, if any.

Answer. I have received, perhaps, five or six hundred dollars thus far from certifying to certificates of persons who make bids, as to their responsibility.

Question. It has been the uniform practice in your office to receive those fees?

Answer. It has, so far as I am informed.

Question. How much do you charge each person?

Answer. The charge is not uniform; sometimes it is half a dollar, sometimes a dollar, and sometimes two dollars. Parties frequently do not ask what the charge is. It is an accommodation to them, and perhaps they will put down a dollar or two dollars for it.

Question. It will amount to from four to six hundred dollars a year?

Answer. About that.

Question. Have you had anything to do in relation to the charter ing and purchasing of vessels?

Answer. No further than that I do sometimes charter vessels when they are desired for sending to the Gulf with provisions.

Question. Have you had anything to do with chartering vessels for the different naval expeditions?

Answer. Nothing at all.

Question. Do you know anything in relation to those charters?

Answer. I do not.

Question. State the general duties of your office.

Answer. I am almost entirely a disbursing officer. I pay for the vessels which are bought for the Navy Department at the port of New York. I pay all contractors' bills for goods delivered at this station.

Question. Your office is necessarily connected with the navy yard?

Answer. Yes, sir.

Question. Who makes the contractsfor supplying this navy yard?

Answer. They are made by the different bureaus at Washington.

Question. You have no authority in the premises beyond paying the bills?

Answer. That is all, with the exception that I sometimes purchase needed articles which may have been omitted in the contracts. The contracts for supplies of the various navy yards are made by the bureaus in Washington.

NEW YORK, *December* 23, 1862.

GEORGE F. BETTS sworn:

Question. Where do you reside?

Answer. In this city.

Question. What is your business?

Answer. Clerk of the United States district court.

Question. Please state the amount of fees received by you during the years 1860 and 1861.

Answer. I present a statement which shows the amount. It is as follows:

Statement of fees and expenses in the clerk's office of the United States district court for the southern district of New York.

1860.

Copyright	$2,355 65
Admiralty, common law, per diem, and miscellaneous	7,393 98
	9,749 63
Expenses	9,687 61
Surplus paid to government	62 02

1861.

Copyright	$1,411 50
Admiralty, common law, per diem, and miscellaneous	8,607 77
	10,019 27
Expenses	9,792 63
Surplus paid to government	226 64

1862—*first six months.*

Copyright	$962 00
Admiralty, common law, per diem, and miscellaneous	4,408 50
	5,370 50
Expenses	5,032 05
Surplus paid to government	338 45

Question. Are these the only amounts received by you?

Answer. Yes, sir.

Question. What is the limit of your salary?

Answer. $3,500.

Question. Do you receive anything from confiscation of property, or from prize money?

Answer. Nothing.

Question. What is done with that money?

Answer. I receive clerk fees in those suits, as I do in other cases, but all the money from prize cases is paid into the United States treasury.

Question. You receive the fees allowed by law?

Answer. Yes, sir.

Question. And which you give the government credit for in your statement?

Answer. Yes, sir.

Question. I perceive that in 1860 you credited the government with $2,355 65 for copyright. What does that mean?

Answer. I am required to specify and keep distinct the copyright from other fees.

Question. You specify, as another source of fees, "admiralty, common law, and miscellaneous," amounting to $7,393 98, which with the other item amounts to $9,749 63. Are those all the fees you received by virtue of your office during that time?

Answer. Yes, sir.

Question. You state the expenses at $9,687 61. Of what items is that expense account made up?

Answer. The two larger items are my own salary, $3,500, and clerk-hire, for which I am allowed $5,500.

Question. What is that clerk-hire?

Answer. I have six clerks.

Question. Cannot you get along with less?

Answer. No, sir; I can hardly get along with that number.

Question. What is the salary of your respective clerks?

Answer. The highest, that of my deputy, is $1,500; those of the others range along at $1,200, $1,000, $720, and $600.

Question. In 1860 how much surplus did you pay to the government?

Answer. $62 02.

Question. In 1861 how much?

Answer. $226 64.

Question. How much in 1862?

Answer. During the first six months of this year I paid $338 45.

Question. Your business, then, must have greatly increased?

Answer. It has. That has been occasioned by the prize business. Besides the items of expense I have given you, are stationery, fuel, and matters of that kind.

Question. Who fixes the salaries of your clerks?

Answer. The Secretary of the Interior examined into that matter, and fixed the salaries?

Question. What Secretary of the Interior?

Answer. Secretary McClelland, of Michigan.

Question. Have the salaries remained as he fixed them ever since?

Answer. Yes, sir.

Question. How do these amounts of surplus, which you have stated you returned to the treasury yearly, compare with the amounts so returned during the preceding five years?

Answer. There has generally been a small surplus, but it has never before been as much as during the first six months of this year.

Question. Do you receive any emoluments of any kind whatever, by virtue of your office, except what you have already stated?

Answer. No, sir.

NEW YORK, *December* 23, 1862.

KENNETH G. WHITE sworn:

Question. Where do you reside?

Answer. In New York.

Question. What is your business?

Answer. I am clerk of the circuit court of the United States for the southern district of New York.

Question. What amount of money has been received by you as compensation during the years 1859, 1860, and 1861?

Answer. I have here a statement which shows the amounts of money received by me by virtue of my office during those years, and I submit it as a part of my testimony.

The following is the statement:

Kenneth G. White's statement, semi-annually, for the years 1859, 1860, *and* 1861.

From January 1 to June 30, 1859:

Receipts of office	$3,600 80
Disbursements, including clerk-hire	1,270 11
	2,330 77
Maximum compensation	1,750 00
Paid to assistant United States treasurer	580 77

From July 1 to December 31, 1859:

Receipts of office	$2,958 54
Disbursements, including clerk-hire	1,250 18
	1,708 36
Maximum compensation by law	1,750 00
Deficit	48 64
Total paid into the treasury	532 13

From January 1 to June 30, 1860:

Receipts of office, (earned and received)	$3,413 50
Disbursements, including clerk-hire	1,357 05
	2,056 45
Maximum compensation by law	1,750 00
	306 45

From July 1 to December 31, 1860:

Amount earned and received	$2,870 64
Disbursements, including clerk-hire	1,353 48
	1,517 16
Maximum compensation by law	1,750 00
Deficit	232 84
June 8, 1861.—Deposited with assistant treasurer surplus earnings of 1860	109 06

From January 1 to June 30, 1861:

Amount earned and received	$3,180 17
Disbursements, including clerk-hire	1,377 06
	1,803 11
Maximum compensation by law	1,750 00
	53 11

From July 1 to December 31, 1861:

Amount earned and received	$3,151 06
Disbursements, including clerk-hire	1,465 67
	1,685 39
Maximum compensation by law	1,750 00
	64 61

Paid into the treasury 1859	$532 13
Paid into the treasury 1860	109 06
	641 19
Deposited in treasury 1861	11 50
Total amount paid into the treasury in three years	619 69

Question. What is the amount of your salary?

Answer. $3,500.

Question. Does this statement show a full and correct account of all moneys you have received, and the surplus you have paid to the government?

Answer. Yes, sir.

Question. Have you received any other moneys in any way, shape, or manner, by virtue of your office, during that time?

Answer. No, sir.

Question. How many clerks have you?

Answer. Three.

Question. How much are they allowed?

Answer. Up to the 1st of January, 1860, I think it was, the amount allowed me was $1,750 a year, though I actually paid out for that purpose that year $1,916. I then made application to the Secretary of the Interior, Mr. Thompson, to allow me an increase, and $500 more was allowed, which made the whole allowance up to $2,416 a year.

Question. Who fixes the number of clerks you have?

Answer. The Secretary fixes the amount to be allowed for clerk-hire, and leaves me to procure clerks as best I can.

Question. And you fix the prices paid to them?

Answer. Yes, sir.

Question. Does what you have charged in your statement as expenses of your office include clerk-hire?

Answer. Yes, sir.

Question. And that amount has been actually paid for that purpose?
Answer. Yes, sir.
Question. Do you receive any emoluments from any source whatever, as clerk of the court, except those contained in your statement?
Answer. No, sir.
Question. Do you in your official capacity?
Answer. I do not.

NEW YORK, *January* 2, 1863.

SAM'L CHURCHMAN sworn:

Question. State your present residence.
Answer. Burlington, New Jersey.
Question. Have you any information in relation to the purchase of vessels by the War Department for transportation and other purposes?
Answer. Yes, sir. Not by contract with the War Department, but through Mr. John Tucker.
Question. From what time does this knowledge bear date?
Answer. I think from May, 1861.
Question. With what person connected with the government, or acting for the government, did you first have any communication in regard to this matter?
Answer. I will state, in the first place, that in April, 1861, I went to Washington with a letter from E. Walter to the Secretary of the Navy, and also a letter from Hon. Hiram Walbridge. The following are the letters:

"OFFICE OF THE MERCANTILE MUTUAL INSURANCE COMPANY,
"*New York, April* 6, 1861.

"The bearer, Samuel Churchman, has been known to me personally for some years past. From his great experience in the freighting and vessel business, both in this country and elsewhere, (having visited many ports in Europe, South America, West Indies, &c.,) he has acquired a general knowledge of business, which, combined with much energy and ability, would, in my opinion, qualify him to serve your department acceptably in the procurement of vessels to transport supplies for the use of the government.

"Very respectfully,

"ELWOOD WALTER.

"Hon. GIDEON WELLES,
"*Secretary of the Navy, Washington.*"

"NEW YORK, *April* 23, 1861.

"DEAR BROTHER: This will serve to introduce to you my friend, Samuel Churchman, of Burlington, New Jersey, who goes to Washington city to-day, and is in some way connected with the present administration. If you can in any way serve him, do so.

"Mr. Churchman has most extended experience in ship matters, and brings to the discharge of any trust ability, integrity, and a thorough business education. Any assistance rendered him will be appreciated by your brother,

"H. D. WALBRIDGE."

Question. State how you became acquainted with Mr. Tucker.

Answer. A mutual friend of Mr. Tucker and myself, John B. A. Allen, told me that in conversation with Tucker he had recommended Tucker to send for me as a person familiar with steamers, which he was not, and that I might save him some trouble if he would listen to my advice. A few days after that Mr. Allen went up to introduce me to Mr. Tucker. Mr. Tucker received me courteously, and invited me into his private office. He said he did not know as he could do anything for me in particular, but if I could be of any service to him he would be obliged to me. I told him that I did not seek compensation, but at the same time if, after he found that I could get vessels of the same quality and capacity at forty per cent. less than he was paying, he thought I had earned a brokerage, I would be glad to take it. I told him I thought he was paying about that much more than a fair value, and that I was willing to base my compensation upon that standard. At that time Mr. Tucker considered himself an agent of the department, and supposed he would have a commission from the government instead of from the ship-owners. He never exacted, but refused to take, commissions from the owners of vessels. So much noise had been made about the purchases of Mr. Morgan, and his commissions, that he thought that out of the question.

I made repeated visits there, and Mr. Tucker was in the habit of reading me letters which he had received from different parties. Among others, I recollect distinctly a letter from Thayer & Peabody, offering him the Eastern State for $50,000. I told him I knew her history; that she was a miserable affair at best; had had hard running, was losing money; that I had no doubt she would be sold low, and that I was certain she was not worth over $25,000. He refused at that time to buy her, as he told me. Subsequently, when Burnside's expedition was fitting out, he showed me a letter from Burnside—an open letter—which Thayer & Peabody had sent to Tucker, urging him to buy the boat for $40,000. Tucker remarked that he was of no use as agent while he was positively ordered to make such transactions as that. He bought the boat, but I think he got it for less in consequence of that conversation. He told me he did not intend to give over $30,000 for her, after what had passed, but he might be compelled to give more.

I was about to say that the result of my interview with Tucker was, that on the 11th of September he wrote me a note, in which he told me he expected he should want some vessels in a few days; that he had just purchased two vessels in New York, which was the extent of his orders at that time, but that he expected in a few days an order for a large number, and asked me to bring him the names of such vessels as I thought suitable. I did so, and mentioned the names of several boats. He said he had not received positive orders; that he was going to Washington that day, I think. I then mentioned to him that there was one boat in the vicinity of Philadelphia—the Suwanee—which, if he thought necessary, I would go down and look at. I went down to look at her, and on that trip I met Mr. Tucker on the cars returning from Washington. I got on the cars at Wilmington. He seemed very much annoyed, and said he had been very badly treated; that

he had been invited to General Scott's quarters to an interview relating to the fitting out of these vessels, and that General Scott having made some remarks about the quality of the vessels and the depth of water they should draw, General Sherman interposed, with the remark that it was too late to make remarks about the draught of the vessels; that he was commander, and had thought it necessary to send his quartermaster, Saxton, to New York, and that Saxton had advised him that he had taken up all the vessels to be had.

I called upon Mr. Tucker a day or two after, and asked him for a list of the prices paid for those vessels. He handed me a list. I said it was a shocking business, and he consoled me by saying there was one consolation, and that was that they were all taken for a very short period, not to exceed 21 days. I then called his attention to the fact that Sturges had asked me to charter the Cahawbee of him, and stating that the government could have her for a limited period for $600 a day, or for a lengthened period at the rate of $12,000 per month, which was really a fair price, as she was a large and burdensome ship. When he gave me the list I looked over it and made a memorandum of what I thought, based upon my familiarity with ships and my experience in chartering them, would be a fair price for the ships. Two or three weeks after that, and after repeated conversations with Tucker, he gave me a note to Secretary Cameron, which is as follows:

"PHILADELPHIA, *October* 28, 1861.

"DEAR SIR: This will be presented to you by Mr. Samuel Churchman, of this city, who is very familiar with transportation by sea, which business he thoroughly understands; and he desires an opportunity to submit his views to you, especially with reference to the army movements by water, on which subject you will find him most intelligent.

"Yours, very respectfully,

"JOHN. TUCKER.

"Hon. S. CAMERON."

I went to Washington with that note, and failed to get access even to Mr. Scott, Assistant Secretary of the Navy. I returned, and mentioned to Mr. Tucker that it was all nonsense for me to try to do anything, and he said that appeared to be the way matters went. He mentioned also to me that young Mr. Roberts had been down to Washington, and telegraphed to his father that Mr. Scott had told him that the wants of the government would embrace everything that was in existence, or something to that effect; and, said Tucker, "What can you expect after that but that just what they choose to ask we give, and nothing less." Mr. Tucker was so annoyed at this thing that at one time he wrote a letter to Secretary Cameron tendering his resignation—which letter he read to me—stating that he was placed in a false position; that these things were going on continually without his having the power to prevent them. I had repeated conversations with Mr. Tucker, the last of which was at the Astor House, New York. He then told me he was about to charter those three steam-

ships running between Philadelphia and New York. I inquired what price he was to pay. He said that Mr. Perkins, the agent, was indignant; that the Boston had earned $40,000 already; that he would not stir until that was paid, and then the government must take the vessels for ninety day at $2,400 a days, or it should not have them at all.

A day or two after that I went to Philadelphia and mentioned this circumstance to Henry W. Workman, and he replied, "That is very remarkable; I have been trying for a long time to charter those boats to the government for $1,200 a day. The owners also authorized me to sell them at a fair price to the government."

In reply to Mr. Tucker I said, "Why do you not seize the boats?" He said that he had telegraphed to General Meigs that the prices were excessive, and had received, in reply, that the government could not wait, and they must have the vessels. He said there was no help for it, as transports were wanted. I said, "Tucker, you can get transports." He said, "I cannot get transports; they are not to be had, and if you know how to do it, I would like you to show me." I went down to the office of Mr. Kunhardt & Co., and told them our War Department was short of transports; that troops were waiting, and asked them if they would not like me to offer one of their boats—the Saxonia. After some refusal, in the course of fifteen or twenty minutes I told them I thought it would be a benefit to them hereafter to offer this courtesy, and they did so. I took Tucker down, at his request, and introduced him to them. That boat was about 3,000 tons, British measure, with very extensive facilities for cooking, and was commanded by an old Crimean captain, which was the reason I was so anxious to get her. Tucker then said he would telegraph immediately to Washington to General Meigs, offering the boat, and would let the parties know that afternoon at five o'clock. From that time to this he never has informed them. I waited three or four days, and persuaded them to hold the matter open. I went to Philadelphia, went to Tucker's house, and tried to get an answer, but could not, and was obliged to inform Kunhardt & Co. that I could do nothing.

The same morning I also went to Francis McDonald & Co., of this city, agents of a line of Scotch boats, and they offered to the government the United Kingdom, which was then off Cape Race; stop her at Portland; take out her New York goods; take on board the 12th Maine regiment, and take them to New Orleans without delay. Mr. McDonald telegraphed me in Philadelphia immediately upon the arrival of the boat in Portland. I called to see Tucker, and he had gone to Washington, I think. I went on to Washington, and found he had returned. I am not positive as to the exact time. However, in the cars, coming up, I met General Butler, and mentioned to him the circumstance that his expedition was a long time getting out, and called his attention to this United Kingdom. He said he was suffering for want of transports, and urged me to go and see Tucker. I went and saw Tucker at his house Sunday morning in Philadelphia. Tucker said it would do no good for him to act; that he could do nothing except what he was ordered to do, no matter how cheap or applicable an offer might be.

Question. What did you understand from that reply?

Answer. That General Meigs was the man to say what should and what should not be taken.

Question. Did you understand that Tucker had no discretion?

Answer. I so understood.

Question. What answer did he get from General Meigs?

Answer. In this case it was to take that boat, but he never got any answer as to the Saxonia.

Question. Did Tucker give as a reason for not chartering the Saxonia that he had no instructions?

Answer. He said he had no authority to take it, but that he would telegraph to Washington for instructions. He did say he thought the price asked for the Saxonia was too high.

Question. How much was the price?

Answer. $2,000 a day. She was peculiarly situated, a very expensive boat, very large, very fine, and could be all the time running. I stated to him that she was coming out of a trade in which she was making very nearly that, but because the winter passages were very dangerous they would take her out of that trade. The owners were to furnish coal and everything, and keep her in good order, with a full crew. I remarked to him that it was rather a high price, though by comparison it was a low one.

Question. What do you know about the tow-boat Yankee?

Answer. She was owned by Russel Sturges and an association of persons. She was hired at $500 a day, double what she was worth, and afterwards bought by the government.

Question. What was the value of this tug-boat?

Answer. They estimated her to be worth about $25,000. I think they sold her to the government for $28,000.

Question. How much charter money did she earn before she was bought by the government?

Answer. I think one of the owners told me that she had had about $10,000 charter money when she was sold to the government.

Question. Do you know anything about the tow-boat Uncle Ben?

Answer. I think she was chartered at $300 a day to go to Charleston, and the government was to pay $12,000 for her if lost or destroyed. She never reached Charleston, but put into Wilmington, North Carolina, in distress, where she was captured by the rebels.

Question. How much did the government pay for her?

Answer. $12,000.

Question. What do you know about the steamships Philadelphia and Empire City?

Answer. I am familiar with both of them, having been to sea in each of them. They were built in 1848 and 1849, and were part of the assets of the United States Mail Company. They were sold at auction some five years ago.

Question. For whose benefit?

Answer. For the United States Mail Steamship Company.

Question. By whom were they purchased?

Answer. Marshall O. Roberts.

Question. About how much did they bring?

Answer. I think one brought $10,500, and the other $12,000, not over $23,000 for both. The Star of the West was sold at the same time.

Question. What became of them afterwards?

Answer. They were laid up a long time, and were considered unfit for service.

Question. Were they afterwards purchased or chartered by the government; and if so, by whom, and at what price?

Answer. I think the first charter was made by Mr. Weed when the capital was in danger at the first breaking out of the rebellion. He chartered a large number of vessels very suddenly without fixing any price. I recollect Tucker told me that one reason these vessel-owners were so demoralized, was that the vessels had been taken at first without any bargains at all, it being understood that Moses H. Grinnell was to fix the price. That was for a short, rushing, hurried voyage. I remarked to Tucker, when one of these expeditions went out, that it was a shame to put such boats as the Philadelphia and Empire City to transporting troops; that if he would look at the standing of these ships in the *American Lloyds*, he would see that they were not fit for the transportation of soldiers. He said it was impossible to keep track of these transactions; that before he knew anything about it, one quartermaster would charter half a dozen ships, and before he could turn round, another would charter half a dozen others. He said there was no concert of action. I believe he was truly desirous to do everything as it should be done.

Question. You have stated what Roberts gave for the Empire City and Philadelphia. What did the government charter or buy them for afterwards?

Answer. They were chartered, I understand, for $1,500 and $1,700 a day, but I cannot swear to the fact.

Question. How much did the charter money amount to?

Answer. I do not know exactly, but I am inclined to think it was over $300,000 for both.

Question. Do you know anything about the Illinois?

Answer. Yes, sir; she is a very fine ship. I think she was in the Sherman expedition.

Question. Who chartered her to the government?

Answer. Mr. Roberts.

Question. For how much?

Answer. About $1,700 a day.

Question. How much charter money did she earn?

Answer. A very large sum.

Question. Did Roberts sell or charter any other boats to the government?

Answer. Yes, sir. He sold the Winfield Scott and the Union to the government.

Question. For how much?

Answer. $100,000 each, and one was totally lost and the other condemned a few days after they went to sea.

Question. Do you know anything about the steamer Coatzacoalcos?

Answer. She was a British-built steamboat that was brought from

the lakes and naturalized by an act of Congress for the Tehuantepec Company. The company failed, and Mr. Roberts became the owner of her. I think I first saw her at Annapolis, landing the 69th regiment.

Question. What was she paid for her services?

Answer. I do not know what she was paid at that time. She received $1,300 a day in the Sherman expedition for a long time. She came near losing a regiment in that expedition, and was entirely unfit for the service.

Question. Where is she now?

Answer. She is now running between Nicaragua and New York.

Question. Is the "magnificent new steamship America," as advertised, the same as the old Coatzacoalcos?

Answer. Yes, sir; and I saw her original hog-frame sticking out from her upper deck.

Question. Is she in the government employ at this time?

Answer. No, sir. She has, however, had so much work put upon her that she is now a very fair ship for the coasting trade.

Question. What do you know about the Star of the South?

Answer. She was built in Philadelphia, and is about ten years old now.

Question. Where is she now?

Answer. She has just arrived in New York.

Question. Is she owned by the government?

Answer. I do not know.

Question. From whom was she chartered?

Answer. Samuel L. Mitchell.

Question. At what rate?

Answer. Tucker told me it was $900 a day for that expedition.

Question. What do you know about the Oriental?

Answer. She is a fine new iron ship. Her owners told me she cost $150,000.

Question. What of the Matanzas?

Answer. She is a splendid boat of 873 tons, and worth about $100,000.

Question. Was she chartered to the government?

Answer. For a long time.

Question. At what rate?

Answer. I think it was $900 a day. The list of charters which Mr. Tucker gave me I have lost, but I know we had some conversation about that boat. I came to New York to see her, and they had put up her price to $150,000. I advised Tucker not to take her. She cost about $105,000.

Question. Was she worth $100,000?

Answer. Yes, sir.

Question. What charter money has she earned?

Answer. I do not know, but my impression is that she has earned about $200,000.

Question. What do you know concerning the Mayflower and Osceola?

Answer. The Mayflower is an old Boston and Nahant steamboat. I know she was an old and comparatively worthless boat.

Question. What was she worth?

Answer. There was a difference of opinion about her value. Collier put some repairs upon her, and she may be worth, with the repairs, $12,000. She was chartered to the government for $400 a day.

Question. For how long a time?

Answer. I do not know. She was in service several months. I do not know anything about the Osceola except from seeing her lying in New York.

Question. What became of her?

Answer. She was chartered by Colonel Tompkins of Mr. Spofford for $400.

Question. What do you know about the Boston, Delaware, and Cosmopolitan?

Answer. Those boats are now in the government employ. One of those boats, the Boston, had already earned $40,000, and was chartered by Mr. Tucker, Assistant Secretary of War, for ninety days, for $216,000, making her earnings altogether $256,000, although the entire value of the boats was far less than that sum, and though the owners had offered them at reasonable rates. Mr. Tucker admitted to me that the transaction was infamous, but said General Meigs's orders were positive. Mr. Tucker has been Assistant Secretary of War a year, and these boats are still in government employ.

Question. What do you know of the Suwanee?

Answer. She was formerly the fillibuster Pampero, worth not over $10,000. She laid in Wilmington about seven months. I went down and examined her, and reported her quality and condition to Mr. Tucker, and to my astonishment I learned that a friend of mine in Philadelphia, a tobacco dealer, entirely ignorant of the value of vessels, had obtained the refusal of her from the owners, and chartered her to Mr. Tucker for $60,000 for four months' service. She received $65,000, and made money by officers and in the ways usual to vessels in the government employ, and, if report says correctly, is serving the country in the Banks expedition.

Question. What do you know about the Salvor?

Answer. I only know that she was sold at auction in Philadelphia by order of the Navy Department, she being one of the prizes. She was bought by Thomas Clyde for $12,000. She has been a long time under charter, and is now in the employ of the government.

Question. At what rate?

Answer. I do not know. I was told that she got $12,000 a month. At that rate she would make a great amount of money.

Question. From your knowledge of the transactions of the government touching the purchase and chartering of vessels, can you state whether they have been favorable to the government or otherwise?

Answer. I think an investigation would prove that there has been at least $25,000,000 paid more than was necessary.

Question. From what do you make up that judgment?

Answer. From the chartered and purchased vessels I am acquainted with, and the enormous sums wasted there to my certain knowledge.

NEW YORK, *January* 2, 1863.

C. S. FRANKLIN sworn:

Question. Please state your official position.

Answer. I am deputy naval officer of the port of New York.

Question. What do you know in relation to the seizure of the goods of C. Paturel & Co.?

Answer. I am reminded by the notices of seizures in the office that such a seizure was made; and I recollect it perfectly, after looking over the papers.

Question. What do you know in relation to the circumstances of that seizure?

Answer. Only that it was referred to me for adjustment by Mr. Dennison, the naval officer who had been in communication with Mr. Averill, the counsel of the parties. I then caused Mr. Averill to sign the usual document, being an acknowledgment of forfeiture, with a request that he might pay the amount to the collector, in order to save the expense of condemnation. That was a matter entirely within his own volition. He being unfamiliar with the matter, I submitted to him that he could either confess the forfeiture, and pay the amount into court, or upon a written request to the collector, he could pay the same to the collector, as was most usual in cases where so small an amount was involved.

Question. Do you know the reasons why this seizure was made?

Answer. It was made because of an advance by the United States appraiser of thirty per cent. over the invoice prices.

Question. What is your practice, under the direction of the Treasury Department, in relation to such advances?

Answer. To consider an advance of over twenty per cent. as a just cause of seizure, though an examination may, in some cases, lead us to the conclusiou that no fraud was intended or perpetrated. Sometimes a reappraisement may obviate the difficulty.

Question. Have you any instructions upon that head from the Secretary of the Treasury?

Answer. Yes, sir; that we are to consider an advance by the United States appraiser of twenty per cent. as *prima facie* evidence of fraud. The collector is positively instructed to make seizures in such cases.

Question. How much money was received in this case?

Answer. The sum of $450 was received, that being the appraised value of the goods—the home valuation. That home value was arrived at by the United States appraisers, under the direction of the collector, by his deputy. That home value exceeded the invoice value thirty or forty per cent.

Question. In making the payment of the full amount of the appraisement in this case, to whom was that payment made, and what were the circumstances attending it?

Answer. The payment was made to G. D. Bayard, the clerk having charge of the seizure bureau, and he transmitted the amount immediately to Mr. Ogden, the auditor. The amount paid was the home value of the goods. That is what the appraisers supposed the goods would bring if exposed to public sale here; in other words, all that the United States could possibly realize if the goods were condemned before a court and sold by the marshal.

Question. Was any receipt given?

Answer. No, sir; we do not give receipts for moneys paid for duties.

Question. Do you know particularly how the payment was made in this case?

Answer. As he did not know the place where the bureau was located, I accompanied him there, and there he paid it to the clerk in charge of that bureau, G. D. Bayard, and by him it was transmitted to Mr. Ogden, the auditor.

Question. Did you go out and get any of the money changed into gold?

Answer. I did not.

Question. Mr. Averill, the attorney for Paturel & Co., speaks in his evidence about asking for a receipt; state what the practice of the office is in regard to that matter.

Answer. We never give a receipt for duties paid in any case. All the documents are put on file, and they show the entire transaction. All the documents touching this transaction are part of the custom-house records.

Question. And in giving your testimony now, do you speak from the documents?

Answer. I speak from documents which I now have in my hands.

Question. What is the advantage or disadvantage to the government arising from this mode of settlement by the custom-house officers?

Answer. The advantage is, that in nearly, if not quite, all the cases the government receives more than it would were the matter settled by the courts. Delays ensue before the goods can be condemned, and they frequently depreciate in value. In addition, they are liable to loss in various ways by transmission from hand to hand.

Question. What as to the costs and expenses of settlement, where a case is carried to the court for adjudication?

Answer. Unless the goods realize full $250, the government gets little or nothing. The fees of the clerk, marshal, and district attorney, very generally consume the entire proceeds.

Question. Under the mode of settlement by the custom-house officials, of cases even under $250, does the government get a portion of the amount received?

Answer. The government gets one-half.

Question. How long have you been in the custom-house?

Answer. Continuously since 1841.

Question. During that time what has been the practice of the custom-house in regard to the payment of those small amounts? Have they usually been paid into court, or have they been paid in at the custom-house?

Answer. I consider our practice now what it has ever been since I have had any knowledge of the matter of seizures, which is about eight years. During all that time I think the practice has been uniformly one way, when requested by the claimant of the goods, or his counsel, and for small amounts.

Question. Which is the better practice, so far as the government is concerned, to pay the money into court, or to pay it to the collector?

Answer. Decidedly to pay it to the collector.

Question. Why?

Answer. Because it saves costs of suit and depreciation of goods
Question. Then this is no new practice recently inaugurated?
Answer. No, sir; not at all.

NEW YORK, *January* 2, 1863.

GEORGE DENNISON sworn:

Question. Have you looked over the testimony of H. F. Averill, given December 19, 1862.

Answer. I have.

Question. Are there any matters in that testimony which you desire to explain?

Answer. I wish to say that my attention was drawn to this case of C. Paturel & Co. by a report from the appraiser's office of a large advance on the invoice price of the goods. I immediately took measures to have previous invoices examined. Upon that examination of the invoices I became satisfied that the practice of this party had been irregular and improper, and I therefore caused a warrant to be procured and lodged with the surveyor. The surveyor, with his aids, visited the premises of Paturel & Co. From the evidence procured there, I became convinced that this firm had been making out false invoices and lodging them with the officers of the custom-house. On examination I found there was but a small amount of property on the premises. The firm had been dissolved, and the parties who had been connected with Paturel had taken away most of the assets of the concern. I found that Paturel was not in very good circumstances. He confessed to me that his invoices were false, and that he had been practicing that thing for some time, though he had received but a small portion of the proceeds, and that the party who realized the most resided in Paris. He seemed very penitent and desirous that the matter should be adjusted. The parties detailed from the appraiser's office made a report which is on file. I reported to the collector through Mr. Stanton, his deputy, or the party in charge, the facts, and gave them my judgment as to what course should be pursued. There seemed to be no question about the facts, and the party consented to pay the appraised value of the goods. That was paid in the usual manner, and the vouchers for that, and of the entire transaction, are on the files of the custom-house.

I wish to say that Mr. Averill states what is not true in reference to Mr. Isaacs. I did not refer him to Mr. Isaacs. I referred him to Mr. Franklin, who is my special deputy, and has charge of all matters in my office, especially of seizures. He has for a long time been in the service of the government, and is an exceedingly able officer and upright man. He has been here through all administrations, and in my practice in relation to these matters I defer to Mr. Franklin, Mr. Clinch, Mr. Samuel G. Ogden, and Mr. H. B. Stanton, who are all able men, thorough revenue lawyers, and in every way, in my judgment, upright and competent to discharge the duties pertaining to those matters.

Question. Do you know of any cases which have been settled with parties charged with attempting to evade the revenue laws, outside of the usual way of making settlements of seizures; in other words, whether, when parties have been detected in attempting to defraud the revenue, there has been paid to any person or persons in or about the custom-house, or in any way connected with the collection of the revenue, what is called hushmoney?

Answer. I do not. In all matters connected with the seizure of goods, within my experience or knowledge, there are on file in the custom-house full records of all the transactions, and there was never, to my knowledge, a penny received by any one of the revenue officers without the consent of the others. In other words, I have never made a settlement without the full concurrence of the collector and the surveyor, either personally or by deputy.

Question. You state that all such settlements have been made in accordance with law, and upon papers and documents which form a part of the records of the custom-house?

Answer. Most assuredly. There never has been a case settled since I have had any knowledge of the custom-house in New York which has not been strictly in accordance with the laws and treasury regulations.

Question. And the terms of the settlement are all shown by the papers on file in the office?

Answer. Always; and in the first place, when the amount to be received is talked about, the preliminary step is the report of the appraisers, a co-ordinate branch of the revenue with the other heads of the department.

Question. Do you know anything in relation to this man Sabastine, mentioned in the testimony of Mr. Averill?

Answer. I received notice from the boarding officers, Messrs. Brown, Isaacs, and Archer, that they had made a seizure from the person of this man Sabastine. Sabastine came to the naval office, and in the course of my investigation confessed that he attempted to smuggle the goods on shore, and I deemed it proper that he should pay the appraised value of the goods. He did so, and the money was paid into the hands of the auditor, at the request of Mr. Sabastine.

NEW YORK, *January* 2, 1863.

CHARLES P. CLINCH sworn:

Question. Please state your official position.

Answer. I am deputy collector of the port of New York, in charge of the eighth division.

Question. How long have you been connected with the custom-house?

Answer. Since 1838.

Question. Under what collector did you first come in?

Answer. Jesse Hoyt.

Question. And you have been in through all the administrations ever since?

Answer. Yes, sir.

Question. Have you any particular knowledge in relation to seizures?

Answer. No, sir; I have never had any knowledge at all in relation to the seizures of the custom-house. I sometimes made seizures when I was acting collector.

Question. Have you any knowledge in relation to transactions growing out of seizures made?

Answer. No, sir; such information would not naturally come to my knowledge.

Question. Do you know of any cases which have been settled with parties charged with attempting to evade the revenue laws outside of the usual way of making settlements of seizures; in other words, whether, when parties have been detected in attempting to defraud the revenue, there has been paid to any person or persons in or about the custom-house, or in any way connected with the collection of the revenue, what is called *hushmoney?*

Answer. No, sir.

Question. Were you situated so as to know if any such transactions were going on?

Answer. No, sir.

Question. Your duties do not appertain particularly to that branch of the business?

Answer. No, sir. Since 1855 my duties have related to conducting the correspondence with the department.

Question. In discharging the duties you have been performing in the custom-house, if it had been the practice of parties connected with the collection of the customs to receive amounts as hushmoney from persons suspected with defrauding the revenue, would you have been likely to have known it?

Answer. No, sir. Such knowledge would not be likely to come to me. I have never, during my whole service in the custom-house since 1838, heard of a single case of that kind.

NEW YORK, *January* 3, 1863.

AMOS CLARK sworn:

Question. Where do you reside?

Answer. I am now stopping in this city, but my residence is Elizabeth City, New Jersey.

Question. Have you had any contracts with the government?

Answer. Yes, sir; I am now working for the government upon contracts.

Question. What contracts have you had?

Answer. Contracts for overcoats, pantaloons, and frock coats.

Question. At what time were those contracts made, and what was the extent of them?

Answer. The first thing I made for Colonel Vinton was 2,000 overcoats of sky-blue kersey.

Question. When was that?

Answer. In July, 1861.

Question. At what price?
Answer. At $7 each.
Question. Was the material what is called army cloth?
Answer. Yes, sir.
Question. Regulation goods?
Answer. Yes, sir.
Question. What was the next contract?
Answer. The next was to make some Zouave suits, for which I got $11 for the entire suit. I made up the leggings, jacket, pantaloons, and caps.
Question. How many?
Answer. One thousand.
Question. What was the next contract?
Answer. I did not make anything more for some time; not until along in the latter part of September or the first of October. On the second of October I took a contract for six thousand overcoats.
Question. Of whom did you take it?
Answer. Colonel David H. Vinton.
Question. Of what were they to be made, and at what price?
Answer. At $6; to be made of felt cloth—sometimes called Petersham felt cloth.
Question. Is the coat I now hand to you one of those made by you?
Answer. Yes, sir.
Question. And you made six thousand of them under that contract?
Answer. Yes, sir.
Question. Were you paid?
Answer. Yes, sir.
Question. Who inspected the goods?
Answer. I do not know.
Question. What has been done with those goods?
Answer. They have been given to the sick and wounded soldiers.
Question. Were they made for sick and wounded soldiers?
Answer. No, sir.
Question. What were they made for?
Answer. They were made for soldiers' overcoats.
Question. If made for soldiers, why have they not been used?
Answer. Because, at the time the contract was finished and the clothes brought in, the colonel was able to get sky-blue kersey. His object in ordering these was to enable him to reduce the price of sky-blue kersey. They were asking such enormous prices for sky-blue at that time that he asked me what I could get to make army overcoats of in its place; and I got this material. We had a large number of soldiers in the field at that time, and much was said in the papers about the soldiers being without overcoats.
Question. You say, before these were delivered, they got other material. How soon were they to be delivered?
Answer. I cannot say. I have the contract in my store, and that will show.
Question. Did I understand you to say that the contract was made by you for the purpose of bringing down the price of sky-blue kersey?
Answer. Yes, sir.

Question. And not for use?

Answer. Yes, sir, for use too.

Question. Why were they not used?

Answer. They were all, except a very few, and the few that were left were given to the sick and wounded soldiers. The colonel could not give them anything better than that.

Question. Who inspected them?

Answer. I do not know.

Question. Where were they inspected?

Answer. At the quartermaster's office here.

Question. Were any of the coats you furnished rejected?

Answer. Yes, sir.

Question. How many?

Answer. Five or six hundred.

Question. What were they rejected for?

Answer. Because they were thin. In making up a large amount of clothing it is impossible for me to inspect them all myself.

Question. What contracts have you since had?

Answer. I am now making up sky-blue regulation goods?

Question. To what amount?

Answer. From five to eight hundred thousand dollars worth.

Question. Is the government still indebted to you?

Answer. Yes, sir.

Question. I understand you have furnished and been paid for 6,000 coats like the one I showed you.

Answer. Yes, sir. I have the same kind of coats in my store this year, which I am selling to our regular trade and getting more money for them than I got for those I made for Colonel Vinton.

Question. Do you know how many coats of this kind A. T. Stewart furnished?

Answer. I should think 30,000.

Question. For how much?

Answer. For one dollar more each than I got. I know he turned in a large quantity of these goods.

Question. Is he still manufacturing for the government?

Answer. No, sir. He may be selling goods, but he is not manufacturing. Other large houses made up the same goods. Some also made up black satinetts and goods of that kind because it was impossible to get anything better at that time.

NEW YORK, *January* 3, 1863.

JOHN K. BULMER, sworn:

Question. State your official connexion with the government.

Answer. I am master-joiner at the navy yard.

Question. Can you state how supplies are furnished the navy yard, whether by contract or by purchase through the navy agent?

Answer. Some by contract, and some by open purchase through the navy agent.

Question. Where the supplies are furnished under contract, are the contracts made by the different bureaus at Washington?

Answer. I presume they are.

Question. Are you advised in regard to the price paid by the navy agent?

Answer. I have been in some instances, but not in all.

Question. Can you state the comparative prices paid by the navy agent and the contract prices for the same articles?

Answer. In the contracts, some articles are put down at a low figure; sometimes articles worth a dollar are put down at ten cents, while, when purchased in open market, the full value is charged for them, if not more.

Question. Have you any knowledge of frauds or speculations in the purchase of articles by the navy agent?

Answer. No, sir.

Question. Have you knowledge of any exorbitant prices being paid at any time?

Answer. In answer, I will say that, when I first went to the yard I was advised both as to the prices and quality of the articles. There was an inspecting officer at the yard, who then rated as second lieutenant, now as commander. These inspecting officers are changed every little while. One of them in particular, Mr. Haxtun, now commander, gave me to understand that I had nothing to with the prices of the articles, but was only to judge of the quality. Since then I have not interfered.

Question. Prior to that time what was your information or knowledge of the prices paid, compared with the contract prices?

Answer. I have no knowledge of contract prices. I was merely asked to say whether the prices were fair market prices; and in many instances I rejected articles both on account of price and quality.

Question. If you know anything in regard to the purchases by the navy agent that would seem to vary considerably from the contract rates paid by the government, you will please state what it is.

Answer. I only know that some of the articles paid for under contract are put down at a low figure, while in open purchases they pay the full market prices.

Question. Explain how that is done?

Answer. When a contractor makes out his estimates and bids, he might, for instance, put down two inch screws, knowing that we use very few of them, at five cents a gross, while they may be worth two dollars a gross; and at the same time he would put down inch screws, knowing we use a great many of them, at two dollars a gross, while they are not worth, perhaps, half that much. In open purchases the bills sometimes come in with exorbitant prices, and using my judgment as to prices, if they are fair, the articles are taken; if not, they are rejected.

WILLIAM ALLEN BUTLER sworn:

Question. Where do you reside, and what is your business?

Answer. I am a counsellor at law, residing in the city of New York. I am a member of the law firm of Barney, Butler & Parsons. Mr. Barney, since his appointment as collector, has not given personal attention to law business, his official duties fully occupying his time.

Question. Have you read the testimony taken before this committee touching the transfer of the labor contract?

Answer. I desire to say that I have read a portion of the testimony taken before this committee, containing allegations that a check of "Barney, Parsons & Co.," meaning, I suppose, my firm, was given in connexion with a transfer of interests under the so-called "labor contract." Such statement is untrue. No such check was ever given, nor was my firm ever interested under that or any other contract connected with the custom-house.

Question. Have you any statement to make touching your connexion with that transfer of interest under the so-called labor contract?

Answer. I was personally and professionally cognizant of, and connected with the matters relating to the transfer of interests under that contract. In the latter part of April, or beginning of May, 1861, I was retained to examine into the situation of that contract, to see how it stood, and whether it was practicable and desirable to secure the control of it. It was understood that it afforded employment to a large number of laborers, and that it was in the hands of parties politically unfriendly to the administration. I examined into it. I looked to see whether it was so situated that I could properly act in the matter. It was, and is, my rule to have nothing to do with matters depending upon influence with the collector or on his official patronage, or in which my relations to him would make it in the least degree improper for me to act. I found that the contract in question was a matter over which Mr. Barney had no control. It had been made under the direction of the Treasury Department in 1859, and was a valid and subsisting obligation, binding on the government and on the contractors, and having an unexpired period of something more than a year to run. It had been the subject of a congressional investigation and of a favorable report. I understood it to be an economical arrangement for the government, the advantage and saving being in the substitution of labor employed and superintended by private enterprise and supervision instead of government officials. I had, therefore, no hesitation in acting in the matter, and I did so act. A negotiation was opened by me, as counsel for the parties in interest, which resulted in an arrangement by which Messrs. Stevens and Wyman were appointed attorneys to act for the contractors to the extent specified in the power of attorney which is in evidence before the committee. So far as the government was concerned, there was no other change. I advised the parties that the contractors could not divest themselves of liability to the government under the contract. The risks and contingencies under it were serious; in addition to the perform-

ance of the labor, it called for repairs to stores, and imposed liabilities for breakage and damage. The arrangement was that the contractors should remain bound to the government as before, one of them, Mr. Bixby, superintending the labor. They gave power to Stevens and Wyman to collect the weekly payments. They also, as between themselves and the same parties, assigned to them their interest under the contract, whatever was assignable. The nominal consideration for this transfer was $20,000. I understood that to a considerable extent the interest of the original contractors was retained. But whatever information I had on this subject was derived in the course of my professional employment, and I acquired no positive knowledge about it. Funds were placed in my hands by parties in interest, and I gave my own check to Mr. Craig on the completion of the transaction. Stevens and Wyman continued to act under the power of attorney during the unexpired term of the contract. It ran out, and was, as I have always understood, fully performed. If it was not, the original contractors are liable.

Mr. Barney did no act or thing about the whole matter. It was not dependent upon his will or action or patronage, or upon anything that he could do or not do. I never had any communication with him on the subject of this transfer. He never derived any benefit or advantage from it. If there has been any statement, insinuation, or intimation that he did, or that the arrangement which was made was the result of or connected with any action on his part, I am able to say that it is wholly without foundation. I would say, further, that I understand that it was stated to the committee that Mr. Wyman was in the employ of the house of C. H. Marshall & Co., and the inference may have been intended that Charles H. Marshall was interested in the transfer above referred to. While I can see no possible objection to his having been so interested, I beg to state that he was not my client in the matter, nor had he any interest whatever under the contract. Mr. Wyman has, for many years, been connected with the firm of C. H. Marshall & Co., and is a well-known and highly respected citizen of Brooklyn. My knowledge of him led to his being selected, with the consent of all parties, to act as attorney in conjunction with Mr. Stevens, and to take the transfer jointly with him.

Mr. Stevens never paid over any money to me, arising under the contract, that I recollect. Mr. Bixby did, from time to time, account to me, as representing a portion of the parties interested. The moneys were so paid to me upon a professional trust, which I have performed. I should say, in qualification of the above remark about Mr. Stevens, that he did pay me his proportion of my professional charges in the business.

WM. ALLEN BUTLER.

NEW YORK, *January* 3, 1863.

B. W. JONES sworn:

Question. Where do you reside?

Answer. In New York.

Question. What is your business?

Answer. I am an importer of salted skins and leather.

Question. Formerly of the firm of A. L. Dennis, Jones & Co.?

Answer. Yes, sir.

Question. When was that firm dissolved?

Answer. On the first of February, 1862.

Question. Had you, while a member of that firm, any goods seized by the custom-house officials?

Answer. Yes, sir.

Question. To what amount?

Answer. Without reference to the books, I should say somewhere between seventy-five and a hundred thousand dollars.

Question. By whom were they seized?

Answer. By the custom-house authorities.

Question. For what?

Answer. For undervaluation, I think.

Question. What became of the proceedings which were instituted in that case?

Answer. The matter was settled.

Question. With whom was it settled, and upon what terms?

Answer. I cannot say with whom, because I had nothing to do with the settlement. The senior members of the firm had the matter in charge.

Question. Do you know how it was settled?

Answer. Yes, sir.

Question. State how?

Answer. There was an amount paid to settle the transaction.

Question. How much was paid?

Answer. The sum was paid to our lawyers?

Question. Who were they?

Answer. Humphreys and Odell, of Brooklyn.

Question. Do you recollect the amount?

Answer. I think it was $25,000.

Question. What became of it afterwards?

Answer. I cannot tell.

Question. Did the matter go into court?

Answer. It never went to trial. I cannot even swear that $25,000 was the exact amount paid, but I think it was.

Question. When was this?

Answer. In September, 1861.

Question. What, and from whom, was the first intimation your firm had of a complaint being made?

Answer. The first intimation we had was from the custom-house officers, Dennison, and Franklin, a deputy naval officer, with some underlings of the custom-house coming into our office and seizing the goods.

Question. What did they say?

Answer. They asked several questions—asked for the books and seized the goods.

Question. Did they seize your books?

Answer. Yes, sir; and took them away with them.

Question. Did they state wherein you were complained of?

Answer. I think they stated it was for undervaluation.

Question. What invoice did they claim was undervalued?

Answer. I do not think any claim was made as to any particular invoice.

Question. What did they do after they seized the goods?

Answer. They put officers in charge of them.

Question. What then did you do?

Answer. I had nothing further to do with the matter after that. I had nothing to do with investigating the matter. The senior members of the firm took the matter in charge after that. I was in the store at the time the goods were seized.

Question. Do you remember the officers who were put in charge of the goods in the store.

Answer. I cannot tell their names.

Question. How long had they charge of the goods?

Answer. About four weeks.

Question. Were the goods appraised?

Answer. They had been appraised by the officers when the goods were imported, and the goods were passed as correct.

Question. Did they appraise them when the officers took charge of the store?

Answer. I think not.

Question. Did the goods you had in the store then all come through by one invoice, or had the stock been accumulating?

Answer. It had been accumulating.

Question. And they seized the whole stock?

Answer. Yes, sir.

Question. How long did they keep the books?

Answer. Some of them a day or two. I think they returned some of the books the next day, or the day after.

Question. What did they first ask to settle this matter?

Answer. I do not know.

Question. What was the value of the goods they took in charge?

Answer. I have stated from seventy-five to a hundred thousand dollars.

Question. Was any suggestion made by any of those parties as to what attorney you should employ?

Answer. There was.

Question. Who made the suggestion?

Answer. I do not know the man's name It was one of two men—a man by the name of Isaacs and another man.

Question. How came he to make the suggestion?

Answer. I do not know. He made it to me on the side-walk.

Question. What led him to make it?

Answer. He said if I wanted this thing settled I had better go to so and so, giving me two or three names?

Question. What names were they?

Answer. I do not know.

Question. Were they the names of any of the parties you employed afterwards?

Answer. No, sir.

Question. Was Dunning one name?

Answer. I think it was.

Question. Was Craig one.

Answer. I am not sure. I would not swear even to Dunning's name.

Question. You were not present when the money was paid?

Answer. I know nothing about that. I know the money was paid, but to whom it was paid I do not know. It passed into the hands of the lawyers.

NEW YORK, *January* 3, 1863.

GEORGE DENNISON sworn:

Question. You have heard the testimony of B. W. Jones read. Please state your knowledge of the facts touching the seizure of which he testifies.

Answer. That was the first case I worked up after I came into the naval office. I received information from a party in this city of some facts in the case. I made an examination of all the invoices of this firm in the custom-house. The goods imported were mostly salted sheepskins. There were colored skins, called colored skivers. The duty on salted skins was, I think, but four per cent.; my recollection may be wrong. It was but a small percentage; and the duty on the manufactured goods was but ten or fifteen per cent., according to my recollection. I state these facts, as it was a very difficult case to establish the facts and convict the parties because of the low rate of duties. The matter was under consideration by the officers for perhaps two months. They then deemed it proper to receive from A. L. Dennis, Jones & Co. the sum of $25,000 as a settlement of the claim of the government for the fraud and under-paid duties. That money was paid into the United States district court. After the payment of the costs, the money was transmitted by the court to Mr. Ogden, the auditor; he divided it, and the revenue officers received nearly $12,000; they divided their share of the proceeds with the informer. We received in that case somewhere in the neighborhood of $3,000 each. This being my first case, and a very important one, and Mr. Hart, the former surveyor, having a knowledge of revenue matters, especially of seizure cases, at my suggestion he was retained by us as revenue lawyer and paid $1,000 for his services. After that payment we divided the remainder of one-half of the money among us, each receiving twenty-five per cent.; that is, the collector, naval officer, surveyor, and informer.

Question. The government in the first instance taking one-half?

Answer. Yes, sir. And then after paying out of our half the counsel fee of $1,000 we divided with the informer, he receiving the same as the revenue officers.

Question. Are the facts you have stated shown by the records of the office?

Answer. Yes, sir. The records of the court show that the money was paid there, and the records of the auditor's office show the amount of money received from the court in this case, the amount the government received, as also the amount each officer received. In reference to a large number of cases I receive information from parties outside. They may hold confidential relation with the parties of whom they inform, and holding those positions they do not wish to become informers; and yet having information which they deemed would be valuable to the government they come to me, and with the consent of the collector and surveyor, and with the approbation of the Secretary of the Treasury, I make an arrangement to pay these parties such sums as may be agreed upon, and which is usually an equal share.

Question. In this case were the usual proceedings instituted and carried out?

Answer. Thoroughly, in all respects. Everything was done strictly in accordance with law and the treasury regulations, and a record of the entire transaction is made up, except as to the part paid to the informer; that is a matter known only to the officers. The record shows that we received all the money as we do in other cases, and people who look at the record would say you have received so much money; when if they would receive explanation from the revenue officers they would see the sum diminished very much by the amount paid outside parties for information.

Question. But you received in this case only what the law and the regulations of the Treasury Department gave you?

Answer. That is all.

Question. The records of your office show that the government's proportion of this seizure was paid over?

Answer. Yes, sir.

Question. How much was first asked of this firm to settle this matter?

Answer. I cannot tell you now.

Question. What is your recollection?

Answer. I insisted that there should be very much more paid.

Question. How much more?

Answer. I speak from recollection. My impression is, I might have stated from fifty to seventy-five thousand dollars, and perhaps more.

Question. Wherein consisted their violation of law?

Answer. These goods had been undervalued.

Question. Was it a gross case of violation of the revenue laws?

Answer. No, sir. The amount was not large, and it was not sufficient to excite suspicion upon a casual examination of the invoices; and when the matter was referred to the appraisers they expressed some considerable surprise at the ingenuity displayed, from the fact that it did not show a very large percentage of gain, and that the goods were but a shilling or two a dozen in the invoice less than they should have been. The names were changed. I think the goods are classified as "double extras," "extras," Nos. "one," "two," and "three," and they put "double extras" as No. "one," and so on. They simply made a false classification, and even that did not show a

very large percentage of increase. As I said before, an examination of the invoice by a party familiar with such matters would hardly make the discovery.

Question. In how many invoices was this change detected?

Answer. In several.

Question. Was the settlement which was made with these parties deemed an oppressive one?

Answer. Taking into consideration the wealth of the parties, and the amount, I did not deem it oppressive.

Question. The parties were not obliged to settle it?

Answer. They might have litigated it in the district court. The settlement was a matter of their own seeking. For a long time they insisted they should defend the matter, and have it tried in the district court, but finally, as my impression is, the matter was submitted to the Secretary of the Treasury, and on a review of the whole matter it was deemed best to settle it as I have stated.

Question. As the change in the amount of the invoice was so slight, was the fraud detected by means of the person you have referred to.

Answer. Yes, sir.

Question. Was he an employé of the custom-house?

Answer. No, sir.

Question. These invoices had passed through the hands of the custom-house appraisers and the fraud had escaped their detection?

Answer. Yes, sir. The invoices were filed in the custom-house, and are there now.

Question. If any of the employés in the custom-house detect frauds, are they allowed any share of the penalty, forfeiture, or compromise money?

Answer. I should say that the practice has not been for the employés of the custom-house to appear as informers.

Question. They are not allowed to appear?

Answer. They are allowed to, but it is not the practice.

Question. If they are allowed to appear as informers, is that an exception to the practice of the office?

Answer. The question has never been presented, to my knowledge.

Question. Are employés allowed to appear as informers?

Answer. They are.

Question. Are they allowed to have any share of the proceeds resulting from the detection of a violation of the revenue laws?

Answer. They would be treated as anybody else would be treated by the law.

Question. I would like to know whether they are allowed to receive any share of the proceeds received from a detection of a violation of the revenue laws?

Answer. They are not prohibited by the revenue officers. They would be allowed it if they claimed it. My answer would be, that wherever parties appear and claim an informer's share, they have it, whether they are connected with the revenue department or not.

Question. Did you ever know of an employé in the custom-house to have an informer's share of the proceeds?

Answer. I never did.

Question. Did you ever hear of such a case?

Answer. Nothing of the kind has transpired.

Question. Why do they not get an informer's share?

Answer. Because they are not informers and are not entitled to it.

Question. Have they never detected a violation of the revenue laws?

Answer. My attention is frequently called by the clerks to seeming irregularities in various ways.

Question. Since you have been here have the employés of the custom-house ever detected any violation of the revenue laws, so as to be entitled to an informer's share of the proceeds?

Answer. Not to my knowledge or recollection.

Question. You have known, however, informers outside of the custom-house who have had a share of the proceeds as informers?

Answer. Yes, sir.

Question. Many cases?

Answer. Several.

Question. Do you know or have you heard of any persons in the employ of the custom-house receiving more money than they were entitled to as their regular compensation?

Answer. Yes, sir.

Question. In what case?

Answer. In the case of an entry clerk in the collector's office. I traced a perpetration of the fraud to him, and to parties outside of the custom-house. An examination of the case showed that he had received some considerable money, but how much I cannot tell. This, for instance, would be one form of fraud: a house having considerable importation would employ a custom-house broker, as he is called, and pay him the proper amount of duties according to their showing, but I would find, on examination of the facts, that the government did not receive more than one-sixth the amount they should receive. The matter is now under investigation here by the Solicitor of the Treasury and ourselves, and it will show that the money which the government should have received was divided among a number of persons styled the "ring," comprising some persons in the appraisers' office and outside parties. The fraud was committed by making false papers and passing them through.

Question. Is it that kind of transactions which are now under examination by the Solicitor of the Treasury?

Answer. Yes, sir. He was sent here specially by the Treasury Department. The subject has been under investigation by me for nearly twelve months. My attention was attracted by certain irregularities, and by patient investigation I discovered frauds to a very large amount, and to a very great extent discovered the parties who perpetrated them, all of which facts will be reported to the Treasury Department.

Question. To go back to this matter of Dennis, Jones & Co.: what was the difference between the amount the government did receive in that case and the amount it would have received if the goods had been valued as your folks claimed they should have been?

Answer. My impression is that they paid much more finally than the difference in duties.

Question. What proportion of the goods in their store were liable to confiscation?

Answer. I do not know that I can tell. They were not all liable to forfeiture, as some of them were invoiced at the proper price. I should say that perhaps half the goods they had on hand were liable.

NEW YORK, *January* 3, 1863.

FREDERICK W. JENNINGS sworn:

Question. Where do you reside?

Answer. In Brooklyn.

Question. What is your business?

Answer. I am master cooper in the Brooklyn navy yard.

Question. Have you any knowledge of the mode of supplying the navy yard with stores of various kinds, whether by contract or otherwise?

Answer. Yes, sir.

Question. State whether the supplies are usually furnished under contract, or by purchase by the navy agent in open market.

Answer. They are at present supplied by open purchase by the navy agent.

Question. Who makes the purchases?

Answer. For materials I want in my department I make a requisition; that goes to Delano, the naval constructor, and from him to the admiral. If it receives the sanction of the two, it goes to the storekeeper, and from him to the navy agent, who gives orders to parties to furnish the articles. I do not know what claims those parties have. I know only that they get the orders and I afterwards go and select the goods. To find out who furnishes the goods I have to go to the navy agent and inquire.

Question. Do you determine the price and quality?

Answer. No, sir. I determine as to quality.

Question. Does the navy agent fix upon the price?

Answer. The navy agent has sent me to different ones, and I go and ask where the goods are which I came to select, and in a great many instances I find that the parties themselves are not manufacturers or dealers in the articles.

Question. Have you a knowledge of the prices paid in those instances?

Answer. I am supposed to have. When the goods are furnished the bill comes in.

Question. Are you able to state whether these purchases are at fair rates—the usual market prices?

Answer. In the open purchases for construction I have something to say as to price.

Question. What are the articles purchased for construction of which you speak?

Answer. Principally staves and hoop-iron.

Question. Do you know of any frauds practiced in the purchase of articles for the navy yard, through the naval officer or other persons?

Answer. I do not.

Question. Do you know of any collusions through which exorbitant prices have been charged for articles, whether purchased through contract or in the open market by the navy agent or by other persons?

Answer. I would state that when I got my position at the yard, and had been there two months, I was waited on by a person by the name of Mossell. This man had been furnishing articles through open purchase under the late administration, and he continued to do so up to the time I speak of. There had been a requisition made for some hoop-poles, and this man came into my office one day and seemed very anxious to have me do what I could for him towards securing the supplying of the coopers' department of the yard with the materials required there. I had known the man previously, and had not a very good opinion of him. I told him I had nothing to do with that matter; that the navy agent had all that to attend to. He intimated that if I would assist him he would remunerate me for my services. He offered me some money. He pulled out his pocket-book, took out some bills—I do not know the amount—and offered them to me. I refused to have anything to do with the money, or with him, and referred him to the navy agent. I asked him how it was that he charged such heavy prices. He gave me to understand there were parties to whom he had to pay commissions in order to get these contracts. Since that time he has furnished several orders; one, not more than two months ago, for 15,000 staves. That comes under my department, but is subject to the orders of the provision and clothing department.

Question. Had you supervision or control over the prices of the articles?

Answer. No, sir.

Question. Do you know anything wrong in the orders being given to him?

Answer. Nothing beyond the circumstance of his approaching me. The market price at that time was from $110 to $115 per thousand, and the price of the staves delivered at the yard was $127 50 per thousand.

Question. Was this order given to him by the navy agent?

Answer. Yes, sir. I once required some staves, and went to select them. I went to the navy agent and inquired to whom the order to furnish them had been given, and he told me to call upon Mr. Mossell. His office is in Murray street. I called, but could not find him in. I went where I was told to go—up to Tenth street—to select the timber, and then I sent one of my foremen over to take the dimensions of what I wanted, and to notify Mr. Mossell where the staves were I had selected. In another instance I know of Mr. Mossell having an order for 20,000 hoop-poles which he could not furnish. The order was running five or six weeks without his furnishing the articles.

Question. Was there difficulty in obtaining hoop-poles in the market at that time?

Answer. I presume so from the fact that he did not furnish them. Since that time I have been served with a copy of an order issued by Admiral Paulding, which makes it imperative upon me to go to the

navy agent, and to be guided by his instructions in the purchase of articles. Neither I nor other officers of the yard are to go to any other party.

The copy of the order is as follows:

"*Order.*

"NAVY YARD, *New York*, *November* 25, 1862.

"Officers, master workmen, and others, employed under this command, will, when articles are required to be procured by the navy agent on open purchase and to be selected, observe the following order:

"They will call directly on the navy agent and inform him of their business and the articles they are sent to select. They are not to go previously to any place to ascertain where and on what terms the articles can be procured, as such duty pertains to the navy agent, and from whom alone they will receive directions for their guidance, as he may see proper to give them.

"This order applies to *every article*, no matter of what kind, it becomes necessary to procure in the manner above described, and all persons are directed to strictly observe its provisions.

"H. PAULDING, *Commandant.*

"Mr. F. W. JENNINGS,
"*Master Cooper.*"

Question. Are there large amounts of purchases now made in open market?

Answer. I am told that most all the articles are now purchased in open market; that the contracts, which are generally given out in July, have not been given out yet.

Question. What is your opinion as to the economy of the two modes of purchase?

Answer. I suppose either one would do very well provided parties who are in the business, connected with the various articles supplied, could have the furnishing of the articles.

Question. Do you know of any other instances of grossly exorbitant rates above the market price being paid for articles?

Answer. I do not. I should say that I think the system of open purchases would be better for the government, provided parties who deal in the articles called for could have the furnishing of them in market.

WASHINGTON, *January* 16, 1863.

SIMON STEVENS again appeared before the committee and was examined as follows:

Question. We put to you now the questions which were propounded to you on a former occasion, when you declined to answer: How much money, in the aggregate, has been paid over, under the labor con-

tract, to Mr. Wm. Allen Butler, or to his account, or to Mr. George W. Parsons, his law partner, for account of Mr. Butler?

Answer. Having declined to answer this question for reasons heretofore given, I now, with the advice and consent of Mr. Butler and Mr. Parsons, willingly answer. About $42,000; it may be a hundred dollars more or a hundred dollars less.

Question. You say you held this contract from May 11, 1861, until its expiration by its own terms, September 5, 1862. State the net profits of that contract during that time.

Answer. I attended to the negotiations and superintendence of the concern, and held the contract, as I have stated, for which I received one-eighth of the profits, which was my whole interest, except as trustee. The net profits of the concern for the time mentioned were about $60,000.

Question. Did they exceed $60,000?

Answer. They may exceed it a hundred dollars, and they may be that much less.

Question. Did they exceed $61,000?

Answer. I do not think they did.

Question. Does this $60,000 include the $20,000 paid for the contract to McIntyre, Bixby & Co.?

Answer. That is the net profits exclusive of the amount paid to them.

Question. To the net profits of the contract itself then, during that time, you must add the $20,000 which you paid out for the contract.

Answer. Of course.

Question. Is there to be added to that also $1,000 paid to Mr. Odell for commissions for securing the transfer of the contract?

Answer. Mr. Odell was acting for Mr. William Allen Butler, the attorney for the parties in interest, and what commissions he paid Mr. Odell I do not know.

Question. Did the $60,000 of which you have testified, and the $20,000 paid for the contract to McIntyre, Bixby & Co., include all that was received of the government under the contract, except what was paid out to carry on the requirements of the contract?

Answer. As far as I know.

Question. Do you mean to say that the $80,000 thus testified to was what was left in the hands of the contractors after they had paid out what was required to fulfil the obligations of the contract?

Answer. Yes, sir.

Question. What interest had Mr. Bixby still under the contract after the contract had been sold by him to you and Mr. Wyman?

Answer. He acquired three-eighths of the interest in the contract.

Question. From whom did he obtain it?

Answer. From me.

Question. What was the consideration of that purchase by him from you?

Answer. I have heretofore stated in my testimony.

Question. Please repeat it.

Answer. It is as follows: after the execution of the contract I employed Francis M. Bixby to conduct the business, he being one of the original contractors with the government. Under that arrangement he acquired an interest under me, which was three-eighths. These large profits arise on account of the war having, to a great extent, stopped importations.

Question. Do you know how the importations at the custom-house in New York, for the year ending September last, compare with those of the year next preceding?

Answer. I have no positive means of knowing, except down to September, 1862.

Question. Do not you know that the business done at the custom-house in New York the last year has exceeded that of any other year since the foundation of the government?

Answer. I do not know, without comparing the books containing the accounts of the number of packages, expenses of cartage, and labor connected with importations. I do not believe the number of packages which have come to the public stores is as large by several thousand this last year as it has been on several previous years.

Question. State what knowledge you have in reference to that matter.

Answer. I have examined the books, but do not recollect distinctly about the matter. My impression is that the number is not so large.

Question. In your testimony taken in New York you said you considered the labor contract cheaper for the government because, if in the hands of the collector, members of Congress and other individuals urge upon him the appointment of more men than are necessary for the performance of the work, and because, if he refuses, they might threaten him with congressional investigation. What members of Congress have urged upon the collector the appointment of men whose appointment he has refused, whereupon such members of Congress threatened him with congressional investigation?

Answer. Of my own knowledge, I do not know of any members of Congress.

Question. Under ordinary circumstances from your experience, what number of persons is necessary to perform the labor under this labor contract?

Answer. To do the whole work at the public stores, if by contract, ninety men, at two dollars a day, would be sufficient under the most pressing circumstances. Contractors select their men without regard to party politics, taking only first-class men to do their work. They have no political pensioners, and those men work from the time they enter the store in the morning until evening.

Question. What number of men are now employed in performing that labor, or have been employed since September last?

Answer. I do not know, of my own knowledge, but I am informed that they employ from 110 to 115.

Question. How many did you employ while you were executing that contract?

Answer. When the importations were very light, our number was

as low, one week, I think, as sixty, and, speaking without my books, I think we had, at the highest, between eighty and ninety.

Question. What did you pay your men?

Answer. By the terms of the contract you will see that we were obliged to pay two dollars a day to laborers.

Question. What is the government paying now?

Answer. I am informed that they are paying from forty to fifty dollars a month.

Question. What expense is there in connexion with the public stores additional to the employment of the men and the performance of the labor?

Answer. The additional expense is cartage for carting these packages to the public stores.

Question. What is the cost of such cartage?

Answer. I should say that the ordinary cost of cartage would be from twenty-five to thirty thousand dollars a year. Twenty-five thousand dollars is very low.

Question. Would not the government be benefited by having this work done under the contract system, if the contract was put out to the lowest bidder?

Answer. No, sir; I think not. The contractor, in the first place, must be a person friendly to the collector, because the collector is the natural custodian of the goods, and has to give heavy bail for their safe-keeping. If you open the contract to everybody, you will get persons who will come in conflict with the collector. They must work in some kind of unison.

NEW YORK, *January* 10, 1863.

FRANCIS M. BIXBY, sworn:

Question. What is your residence and business?

Answer. I reside in New York. I am engaged in the storage and shipping business.

Question. Have you any connexion with the custom-house now?

Answer. Well, no direct connexion.

Question. Have you any indirectly?

Answer. Well, sir, I am part proprietor in a warehouse where imported goods are stored.

Question. Have you any other connexion with the custom-house?

Answer. No, sir.

Question. Were you one of the original contractors in what is called the labor contract?

Answer. I was.

Question. Did you have any part or interest in the sale and transfer of that contract?

Answer. I did. I owned one-quarter interest in the contract. I was the business partner of the firm of McIntyre, Bixby & Co. As regards the transfer of the contract, we were all active in that. Shortly after Mr. Barney came into office, the question of the dispos-

ing of the contract was agitated. Two of my associates, Messrs. Craig and McIntyre, were anxious to sell out. Mr. John C. Mather was the other partner. The reasons for desiring to sell were, that during the continuance of the contract under a democratic administration, it met with considerable opposition. My partners believed they would not be any better treated by the republicans, and they advised selling out. I was opposed to selling out, and gave as my reasons, that it was not a party matter. Parties had nothing to do with it. Mr. Barney had nothing to do with it, only to pay the weekly stipend. I held that it was really an advantage to the government, that it would have to run its course, and could not be interfered with. However, we subsequently sold the contract, and I obtained an interest in it, through Mr. Stevens, which was given me for superintending the business.

Question. What was your interest in it after its sale, and during the remainder of its existence?

Answer. I, perhaps, had no legal interest in it after that, but Mr. Stevens gave me a per cent. for managing the business.

Question. What were the inducements for you to sell, finally?

Answer. Mr. McIntyre and Mr. Craig insisted upon selling, and I finally yielded, Mr. Stevens offering me a portion of the profits for my services.

Question. Do you know anything about what the consideration for the sale was?

Answer. Yes, sir; it was $20,000.

Question. By whom was that sum paid?

Answer. One-half of it was paid by Mr. Stevens, nominally. The other half was paid by Mr. Butler for Mr. Wyman.

Question. What do mean by nominally?

Answer. I mean that he handed over the money, or its representative.

Question. Do you mean that it was not really his money?

Answer. Well, he gave his note for his share, which note I accepted. He could not pay the money, and, as I was not willing to take obligations without having the right of reimbursing myself, it was arranged that I should receive the money from the custom-house, and deduct from the profits of the contract the proportion which was my share for superintending the work.

Question. Was Stevens the real purchaser, or was there somebody behind him?

Answer. He was the real purchaser. One-half was paid in this way: I held the authority for collecting the weekly payments from the custom-house. The other half was paid with the check of William Allen Butler for $10,000. $5,000 of that was paid to Mr. McIntyre and $5,000 to Mr. Craig.

Question. Did it come to your knowledge, from any source, that it was contemplated to take away from you the general-order business?

Answer. Nothing of that kind came to my knowledge.

Question. Were the general orders under the control of the collector, to be given to whom he pleased?

Answer. Yes, sir.

Question. You were holding that business under the collector himself?

Answer. Yes, sir. The general-order goods were sent to our warehouse under his direction.

Question. Was it through the general orders that you were enabled to make the profits on your contracts—to make money?

Answer. No, sir.

Question. Could you make as much money on the contract without the general-order business as you could with it?

Answer. The general-order business had nothing to do with the contract; did not affect it in any manner.

Question. If you had been deprived of the general orders, would the labor contract have been as profitable?

Answer. Precisely. It would not have affected it in the least if the general-order business had been taken away.

Question. Were you made aware that you could continue to have the general orders if you sold out?

Answer. No, sir.

Question. Have you continued to have an interest in the general orders?

Answer. Yes, sir.

Question. Have you had the same amount of general orders since you sold the contract as before?

Answer. Yes, sir; the same general average. There is no other storehouse in one of the districts where they could be sent, and we have all there are for that district. I am positive and emphatic that I did not sell out the contract because I was apprehensive that the general-order business would be taken away from our storehouse.

Question. Were any of the negotiations in reference to the transfer of the contract made when you were not present?

Answer. No, sir; I was always present, and I have a knowledge of all the negotiations in that matter.

Question. Was it intimated to you from any source whatever that unless you transferred that contract you would lose the general-order business?

Answer. No, sir; nothing of the kind was ever intimated to me from any quarter.

Question. Who were the parties who negotiated this whole business of the sale and transfer?

Answer. The sale was made to Mr. Stevens, who acted for half the contract, and to Mr. Wm. Allen Butler, who acted for the other half.

Question. Had anybody else any knowledge of the transfer or of the reasons for it?

Answer. No other parties, unless, perhaps, Mr. Odell knew about it.

Question. Was anybody else in any situation to know of the transfer, and the reasons for it?

Question. Do you know anything about the fitting up of any office in the public store building for any one?

Answer. When we were in the public stores in Broad street we had an office assigned us there. Another office was assigned us when we moved into the store in Broadway. It was remodelled, and we made some few alterations in it, which we paid for ourselves. It was a mere matter of putting up a few partitions. The furniture of the office was paid for by myself, and its whole value would probably amount to about $50. Independent of the safe, the furniture consisted of a carpet, an old desk, of little value, and two or three chairs.

Question. Was that the only office you had in the public buildings?

Answer. Yes, sir.

Question. Was any other office fitted up for any party connected with this contract, and used by any party having an interest in this contract?

Answer. No, sir.

Question. Who paid the rent of this office you speak of?

Answer. Well, the government paid the rent for the whole building, and we were assigned an office in it.

Question. Was there any other expense the government was at about it?

Answer. None whatever.

Question. Who occupied this office?

Answer. The contractors.

Question. Had you any other office anywhere?

Answer. Not in that building, sir.

Question. Why did you require to have an office in the public stores for the contractors?

Answer. Well, sir, we had it in order to have a place convenient to oversee the workmen; to receive any complaints against anybody connected with the business for failure in the performance of duty. It could not well be elsewhere. Our business was all there; the labor was done there; we had to superintend the labor there; and it was every way proper to have an office in the same building.

Question. How many men were employed in the storehouse on the labor contract?

Answer. I have here a pay-roll—the last one that was made out under the contract—when our force was as low as it had ever been. From that pay-roll I make seventy-six men employed each day for the last week of the contract.

Question. How did that compare with previous weeks?

Answer. The number of men would vary with the business of the store. This was among the lowest we ever had. We have had as many as one hundred and fifty.

Question. Can you give me the net profits of that contract?

Answer. I have here the statement of the last week on that point. The pay-roll for labor was $851 92; the expense for cartage was $749 47; and our incidental expenses for that week were about $154 31. That would make a total of $1,755 70. This is one of the lowest week's expenses. The contract price was $123,000 a

year, which would be $2,365 38 a week. That would show for that week a profit of $609 68.

Question. How did that compare with the previous weeks?

Answer. The business at this period of the year was less than at other periods. During certain months the business is light. Our expenses have in several instances exceeded our receipts, and it was only by making pretty good profits in other weeks that we made up the deficiency and our profit.

Question. What were the entire net profits up to the time of the transfer of this contract to Stevens & Wyman?

Answer. About $28,000.

Question. Did it exceed $30,000?

Answer. No, sir; it was only a fraction over $28,000. I received a fraction over $7,000 for my share, which was one-quarter of the whole; and I think my services were worth fully that for the time I gave to the business, and that was about sixteen months, if I recollect right. I know there have been a great many comments made on this contract. Many persons have alluded to the item we paid for labor as the whole expense we were subject to, when in fact the labor was not half the expense. The item of cartage was nearly as large as the expense for labor; and there were various failures and shortcomings on the part of the laborers, for which we were responsible, and which we had to make up. When we took the contract the expenses at the public stores were about $100,000 a year more than our contract price. The expenses are now somewhat less. The contract compelled us to pay $2 a day for good, bad, and indifferent workmen. The government are now paying from $30 to $50 per month. The reason we got along as well as we did is we employed men adapted to their business. It has been stated that Mr. Schell and certain members of Congress were interested in this contract. I wish to state that no persons whatever, excepting us four, were, either directly or indirectly, interested in this contract; no other but us four received any of the profits.

Question. How many clerks were in the employ of the contractors?

Answer. We had a cashier.

Question. By whom was he paid?

Answer. By ourselves.

Question. Had you any clerk in your employ paid by the government?

Answer. No, sir; Mr. Baum, however, one of the receiving clerks in the public stores, was in the habit of calling the roll of the laborers. That was before his public duties commenced in the morning. As receiving clerk, he had the general supervision of the work in the store. He did this calling of the roll in addition to his duties for the government, and before his duties for the government commenced; and he had no additional compensation for it. We paid him nothing for it.

Question. What interest did the government have in the proper discharge of the duties of your men?

Answer. Well, the government officers exercised some supervision, to see that their interests were protected. They were interested in having the work done promptly, and in accordance with the contract.

Question. Did any other government clerk discharge duties for you?

Answer. Mr. Dempsey, a government clerk, made out the pay-roll. His duties were to answer inquiries relative to the business of the store, and to act as clerk in the storekeeper's office; he was paid by the government. He had been in the habit of making out the pay-rolls for years before our contract. It probably occupied him about half an hour a week, and he did it at times when he was not employed for the government. He never did any other business or duties for us. We never paid him a cent for his services, as it was a mere trifle to do.

Question. Do you know anything about any packages having been carried from the steamers to the public stores, and then carried up to the fourth loft of the building, and afterwards returned and opened?

Answer. There was on one occasion a package of samples sent by Mr. Stevens's brother from London. It came in the ordinary course of business to the public stores for examination, and after it had been examined and found to contain nothing of dutiable value, Mr. Stevens took possession of the package. He took it into an office, opened it, and sent the various samples to the parties to whom they were directed. That was the only instance of the kind that ever occurred within my knowledge.

NEW YORK, *January* 10, 1863.

WILLIAM D. ROBINSON (cashier) recalled:

Question. Can you give any fuller explanation or history of the commissions received by the collector upon the fees of State officers than you did before?

Answer. Those fees have always been collected on the entry of a vessel into port, for the convenience of the merchants as well as of the State officers, by the collector. A merchant entering a vessel or goods pays, at the same time with his duties, the fees of the State officers, and it would put them to great inconvenience to collect them elsewhere. It is one of the duties of the collector to see that these fees are paid. There is a law of the United States which compels him to see that all the fees due the State officers from vessels are paid before he grants a clearance. It is not his duty to collect State officers' fees, but to ascertain before clearance of vessels that all lawful fees and charges against them have been paid.

Question. What does the act of Congress make it his duty to do?

Answer. I do not remember the words of the law, but I understand his duty to be, in respect to these fees, to see that all the claims of the State officers are satisfied before he can clear a vessel.

Question. By what arrangement, or whose authority is a commission on these fees paid to the collector?

Answer. By an arrangement between the collector and these officers. At every change of administration these officers wait upon the collector, as a matter of form, and say it is understood that you will collect the State fees on the same terms as heretofore.

Question. Does the law of Congress require the collector to ascertain whether these fees are paid before clearances are granted?

Answer. I think it does, but am not positive.

Question. Is it any part of the duty of Mr. Barney as collector to collect these fees?

Answer. I think not. He does it merely as an individual.

NEW YORK, *January* 10, 1863.

AUGUSTUS SCHELL sworn:

Question. Will you please state whether you have been collector of the port of New York?

Answer. I have been collector of this port. I entered upon the duties of the office on the 1st day of July, 1857, and terminated on the 8th of April, 1861.

Question. Do you hold any official position under the government now?

Answer. No, sir.

Question. Can you state to the committee what fees and emoluments you received as collector?

Answer. I am not able to state the amount.

Question. Can you give an approximation?

Answer. What I received appears in the accounts of the cashier and auditor.

Question. Is there nothing on the auditor's books but what you received from confiscations, penalties, and seizures?

Answer. That is all. I received nothing but what appears on the auditor's books.

Question. Are there any commissions received by the collector which do not appear in the auditor's office?

Answer. There are. The collector acts as an agent for the port wardens, the harbor masters, and the physician at the health office; and certain commissions are allowed him by those officers for collecting the fees.

Question. How is it that the collector is entitled to these commissions?

Answer. He is not entitled as collector.

Question. How comes it that he receives these commissions?

Answer. The State officers, who are entitled to these fees, with a view to insuring their collection, and also of facilitating the collection, make an arrangement with the person who holds the office of collector for this port to collect these fees as the vessels arrive.

Question. When you came into office did you have any conference with the Treasury Department at Washington on the subject of these collections?

Answer. I called the attention of the department to the practice which had been carried on at this office, and inquired whether there was any objection to its being continued? They answered from Washington that they saw no objection, and I did continue it.

Question. Were these collections continued under your administration upon the same terms as under Mr. Redfield and your other predecesssors?

Answer. I understood so.

Question. It was the result of an arrangement between you and the parties who received these fees.

Answer. Yes, sir.

Question. Is there any other mode of collecting these fees as conveniently and practically as this?

Answer. I think not. There is no other mode so convenient and feasible.

Question. Could anybody be appointed outside to collect these fees?

Answer. Not well, without interfering with the business of the custom-house.

Question. What connexion will such an outside collecter have with the custom-house?

Answer. He would be bound to inspect our records constantly, with reference to the liability of these vessels to pay the fees.

NEW YORK, *January* 10, 1863.

SAMLEL G. OGDEN (auditor) recalled:

Question. You made a statement heretofore to this committee in reference to the emoluments received by Mr. Barney, as collector of this port. Will you now state those received by Mr. Schell, his predecessor?

Answer. I think I stated the emoluments received by collectors generally from fines, forfeitures, and seizures. Mr. Schell received during the four years of his term, or from July, 1857, to April, 1861, $53,545 24. That is what he received from all violations of the revenue laws in any shape.

Question. Did Mr. Schell derive, by virtue of his office, any other income than these seizures and the commissions he received from State officers?

Answer. These were the only sources of his revenue by virtue of his office. The fees from State officers, however, are not considered as received by the collectors in virtue of their office.

Question. This is all he received excepting salary?

Answer. Yes, sir; this is all excepting his salary.

Question. Give the amount in each year from fines, penalties, and seizures.

Answer. For the year, from July, 1857, to July, 1858, he received $9,103 19. The next year, from July, 1858, to July, 1859, $9,093 91. From July, 1859, to July, 1860, $18,458 89. From July, 1860, to the expiration of his term of office, including sums paid to him in cases adjudicated or settled thereafter, $16,909 25. That would foot up the sum of $53,545 24.

Question. Is Mr. Schell entitled to a share in pending cases not disposed of at the time of his retiring from office?

Answer. Yes, sir. If the case of confiscation was commenced by him and not disposed of before the expiration of his term of office, he receives his share whenever it is disposed of—that is to say, the emoluments from confiscations, fines, penalties, &c., go to the collector, in whose term of office the prosecutions were commenced.

Question. You have no means of telling what will finally be received by Mr. Schell from pending cases?

Answer. No, sir; nobody can tell that; we never can tell what the courts will decree, or our juries will decide.

Question. How does the amount received by Mr. Schell, during his term of office, compare with the amount received by his predecessors?

Answer. It is considerabiy larger than was received by his predecessors generally.

NEW YORK, *January* 10, 1863.

GEORGE BISBEE sworn:

Question. Where do you reside?

Answer. In the city of New York.

Question. Have you an official connexion with the custom-house?

Answer. Yes, sir; I am engaged as a clerk in the third division, in charge of the sample office.

Question. Had the contractors under the labor contract of Messrs. McIntyre, Bixby & Co., anything to do with the United States sample office?

Answer. They had no control over it.

Question. Was any of the labor performed under their contract, performed in connexion with that office?

Answer. I am not able to say. I did know at that time how the assistance furnished to the appraisers was employed. Whether it was directed by the custom-house department, or whether the contractors supplied all the labor, I did not know. The appraisers had a man there.

Question. By whom were the goods brought there?

Answer. They were paid for being brought by the contractors. As I understand the matter it was this: that the contractors should do the business of that building for a certain amount of money, and that they should pay the cartage on goods brought to the public store; and when the contractors afterwards stipulated that the government should pay for goods brought to the sample office, Mr. Guthrie objected, saying that these goods should be brought in without charge. The carmen brought the goods from the steamships directly to the sample office. From all transient vessels the goods were discharged at 35 New street, and from there transferred to the sample office.

Question. Do you know anything about any of the contractors under

the labor contract interfering with the duties of the government storekeeper?

Answer. I do not.

Question. Have any of these contractors undertaken to interfere with the storekeeper, who was Mr. Gray, I believe?

Answer. I have no knowledge of that at all.

Question. Have you any knowledge of their attempting to interfere with the duties of the officers in the sample office?

Answer. I have no knowledge of the contractors interfering, but Mr. Stevens did on one occasion ask me, as officer in charge of the sample office, to facilitate the getting out of a certain package, which it was said was sent there by his brother in Europe, to be distributed among certain libraries and literary institutions in this country.

Question. Was anybody with him when he made the request?

Answer. A broker, Mr. Willey, was with him at the time. I said to Mr. Stevens I had no means of facilitating the getting out of any package from the sample office, except in the usual way. If the package was dutiable, it must be transferred to the appraiser's office; if it was not dutiable, he could get it at any time by calling for it at the sample office. Subsequently Mr. Willey came to the office, and in the course of conversation I said to him that the request which Mr. Stevens made of me was a singular one. It appears that Mr. Willey reported what I said of Mr. Stevens, and within a day or two after Mr. Stevens came into the office and said that he heard I had been making remarks about him. I asked him in what particular. He said I had commented on our conversation in regard to delivering the package some two or three days before. I said to him that I had remarked to Mr. Willey that I thought the request he made was a singular one, and now, since he had brought the matter up again, I regarded it as still more singular. He said that he did not choose to have men in that building making comments upon his proceedings, and he would not have it; that the building was not large enough to hold us both, and that he would complain to Mr. Barney of my conduct in that matter. I said I would be glad to have him do that, and if he didn't I certainly should. On several occasions after that I heard that he reported I was to be removed from the sample office. I saw Mr. Barney soon after and told him what had occurred between Mr. Stevens and myself. Mr. Barney said that Mr. Stevens had no control over that office; that he had nothing to do with it, and that he should hold me only responsible for what was done there.

Question. What was the reason of his asking you to facilitate the getting out of this box? what did you understand by it?

Answer. I thought it was strange that a man who had been so long in that building and who knew, as well as he must have known, that every package which was dutiable must be transferred to the appraiser's department, and every package which was not dutiable would be delivered to him at once, on application to the sample office—I say I thought it strange that he should ask me to facilitate the getting out of a package under those circumstances.

Question. What did you understand he desired you to do in facilitating the getting out of this package?

Answer. My understanding was this, that he desired to get the package delivered to him from the sample office, whether it was dutiable or not; for, after the package was examined and ready for delivery, it remained in the office some two days or more uncalled for.

Question. What did you understand he came there with a broker for?

Answer. It appeared to me at the time, and afterwards it seemed to me more certain, that his object was to see if I would not deliver goods from that office in an irregular way. I considered this to be an attempt to test my integrity.

Question. Did you give Mr. Stevens to understand how you regarded this approach to you?

Answer. I did not, except by implication. I think that he understood what my idea was, or how I regarded it. I intended that he should.

Question. Was it after you gave him to understand your interpretation of this approach that he sought to get you removed?

Answer. It was after that that he declared expressly that he would have me removed.

NEW YORK, *January* 10, 1863.

H. B. STANTON (deputy collector) sworn:

Question. Where do you reside, Mr. Stanton?

Answer. I reside in Brooklyn.

Question. What is your official position in the custom-house?

Answer. I am one of the deputy collectors of the port of New York, and have a general charge of all matters, and especially law matters, relating to the seizure of goods and vessels under the revenue laws.

Question. Will you state the mode of procedure in relation to seizing goods or vessels for violations of the revenue laws?

Answer. I will state the general mode, and in brief, without going into more detail than may be necessary to explain my meaning. Whenever goods or vessels are seized for alleged violations of the revenue laws that fact is promptly reported to the collector, and the papers are by him sent to me. A record or memorandum is immediately made of the substance of these papers, and thereupon it is the custom to wait a reasonable time before instituting judicial proceedings for forfeiture, to see if the parties claiming the seized property have any excuses or explanations to make in regard to the grounds of the seizure. This is done, because it occasionally happens, on investigation, that there was no sufficient ground for seizure, and thereupon the property is immediately released. It is also done to avoid costs to parties, or to the government, which would result from the commencement of a prosecution and its subsequent discon-

tinuance on the ground that there had been no sufficient cause for seizure. If within this reasonable time no excuses or explanations are offered by parties, and no propositions for adjusting, by way of compromise, are made, the case is sent to the United States district attorney for prosecution. It occasionally happens that, after a case has been sent to the United States district attorney for prosecution, the claimants of the seized property propose to pay the appraised value of the property, with the costs of prosecution, and take the property. This they do. generally, because there is some special reason why they want the property. It often is because the property was imported to fill some special order; therefore, in this class of cases, as well as in some others, it is often a great convenience to the parties to have their property on paying the appraised value and the costs of prosecution, if a suit has been instituted. In such cases a letter is sent to the district attorney stating the facts and the amount proposed to be paid, (which is the appraised value,) and asking him to discontinue proceedings against the property. This being done, and the money having been paid into court, the property is delivered by the marshal to the claimants. But it sometimes happens, while the matter is waiting for explanations, that the claimants of the seized property, before the case has been sent to the district attorney, make a proposition to pay the appraised value of the goods seized and have the goods delivered to them. This proposition is now always in writing, signed by the claiming parties. I will here give a copy of one of these propositions:

"CUSTOM-HOUSE, NEW YORK,
"*Collector's Office, November* 22, 1862.

"SIR: I, George Adams, hereby request you to receive the sum of $2,000, being the appraised value of two cases, marked R A, 23, 24, containing embroideries, and silk laces, and artificial flowers, which have been seized by you for a violation of the revenue laws of the United States, and are liable to forfeiture.

"I pay this sum of my own volition, in order to obtain the goods immediately, and to save costs, being aware that I have no legal defence to interpose.

"GEORGE ADAMS.

"Hon. HIRAM BARNEY,
"*Collector, &c., New York.*"

That proposition is usually (as in this particular instance) attached to the invoice and papers in the case. The sum in such cases which the parties propose to give is almost invariably the appraised value of the merchandise, and it is always that sum, or a sum such as the appraisers say in writing that the goods would, in their opinion, sell for at auction for cash. This mode of sale is the mode invariably adopted, where the goods are to be sold after a forfeiture, by the marshal—that is to say, a sale at auction for cash. In some cases there have been settlements for sums less than the appraised value of the goods, but in no case within my knowledge has there been a

settlement in which the appraisers have not first stated that the sum proposed to be paid was equal to the sum which, in their opinion, the goods would sell for if advertised and sold at auction for cash. When the money is thus paid on settlement it is always immediately delivered to the auditor at the custom-house, and I receive his receipt for the money before I sign an order for the delivery of the goods to the claimant; and this money is then divided by the auditor according to law and the treasury regulations. This mode of disposing of cases is, in my opinion, clearly sanctioned by express statute; and it has been the customary mode of procedure, according to the statements of old custom-house officials, for thirty or forty years, and they do not know how much longer. Of the legality of this mode of disposing of cases I have no doubt. As to its expediency in a pecuniary view, I know a much larger sum is realized to the government from this mode than would be realized by prosecuting the cases to forfeiture in the courts. It is within my own knowledge, though I cannot specify precisely and in detail the cases, that the custom-house officers have declined to accept of sums offered because they thought the goods would sell for more; and the cases have thereupon been sent to prosecution, and the government in the end has not realized as much as it would have received by a settlement of the cases in the manner proposed.

Question. Mr. Stanton, is there a statute provision authorizing the adjustment of these cases before they arrive at a judicial decision?

Answer. Yes, sir. The fifth section of the act of March 3, 1841, clearly recognizes that *compromises* may be made by collectors in cases of seizure. The act recognizes it as a system then in existence, and which was to continue to exist.

NEW YORK, *January* 10, 1863.

JOHN MCKENZIE sworn:

Question. What is your business?

Answer. I am a laborer in the sample office.

Question. Have you any knowledge of a box of goods which was taken from the fourth story of the building where the sample office is situated?

Answer. No, sir; there was a package at our office which came by the steamer "Hansa" on the 4th of February last, and was delivered to Mr. Willey on the 10th. Mr. Stevens came into the office and said that parcel belonged to him, and I was requested to carry it into his office, which I did. At night, before my going away, Mr. Gray, the storekeeper, asked me, did that package ever go out of your office? I said, yes, sir; and I will show you an order and a receipt signed for it. No matter, he said, I will take your word for it. The package contained some pamphlets for distribution.

Question. Did you ever hear of a parcel being brought down from the fourth story into Mr. Stevens's office and opened?

Answer. I heard of that, but had nothing to do with it. That was not this box.

Statement of Hiram Barney, Esq.

Question. Please state your official position.

Answer. I am collector of the port of New York, and have been since April 8, 1861.

Question. I hand you a resolution passed by the House of Representatives, which you will please read, and then please state fully in relation to the several branches thereof.

The resolution above referred to was as follows:

"*Resolved*, That the committee on government contracts be directed to inquire into the amount of moneys received by the federal officers in the city of New York, by virtue of their offices; also as to the ownership and rents of the bonded warehouses; also the terms, considerations, and profits of the labor contract for the storing, hauling, and delivering, &c., of foreign goods in the city of New York; when made, by whom, and who are now interested in the same."

Answer. I will answer in reference to each subject embraced in the resolution separately, and in the order in which they are specified in the resolution.

First. In reference to the amount of moneys received by me by virtue of my office, I refer to the statement annexed to the testimony of Mr. Ogden, the auditor. All the moneys received by me, by virtue of my office, are there stated; and I have not derived any profit, benefit or emolument of any kind, or from any source, in consequence of holding my office, except as stated therein, and by Mr. Robinson, cashier. I desire to say in reference to the commissions upon moneys received for State officers, that upon my appointment to office I was informed by my predecessor, and I ascertained on other examination, that these commissions had been allowed to and received by the collector for over twenty years past, and without interruption, under an arrangement with the State officers, for whose benefit and account they are collected. They are collected by me for the convenience, and at the special request, of the State officers, and could not well be collected by any one else. I will also add that since my incumbency of the office of collector, owing to the war and the unprecedented state of affairs occasioned by it, I have been charged with very many new duties, some of them entirely foreign to the ordinary functions and powers of collectors of the revenue, and involving great responsibilities, for which no indemnity or protection is allowed or provided by existing laws. I have also, while acting within the line of my official duties, been very often compelled by the new and peculiar exigencies incident to the war, to act with great promptness, and upon suspicion, to seize and detain vessels and property, and otherwise to exercise acts of authority under the direction of the government or in its behalf, in which I have occasionally assumed great and unprecedented responsibilities involving very heavy pecuniary risks; and I see no reason why I should not be indemnified. There is a manifest

propriety that I should be included with other officers of the government in the bill of indemnity now pending before Congress.

Second. As to the bonded warehouses, their ownership, and rents, I answer as follows: The bonded warehouses are owned by individuals, who take goods on storage, giving bonds for the safety, custody, and delivery of the goods to the owners. The whole subject is governed by treasury regulations, which have been in force for a number of years. The rates of storage are uniform and settled. The owner of any store in the city may apply to the collector to have his store made a bonded warehouse. Upon filing the bond required by the treasury regulations, and complying with the conditions of those regulations as to the protection and fastenings of his premises, his store is made a bonded warehouse as a matter of course. The parties who thus make their stores bonded warehouses for the storage of imported goods, also pay the salary of the government storekeeper, and of any other officer who may be needed to assist that storekeeper. Practically, therefore, the government pays nothing. The regulations imposed by the government are to secure the safety of the goods while they are warehoused, and before they are finally entered by the importer for consumption, or withdrawn for exportation. The expense of storage is a matter between the proprietor of a bonded warehouse and the owners of the goods; and, in case of dispute as to rates, the rates adopted by the Chamber of Commerce apply. The general-order stores are designated by the collector out of the bonded warehouses. The principle which governs me in selecting the general-order stores is this: that the location shall be convenient to the place where the goods which go to the general-order stores are landed; that the accommodations in the building shall be sufficient for the district to be served; and that the parties who are proprietors of the stores shall be persons on whose responsibility and integrity I can rely.

Third. The only labor contract in reference to foreign goods was that for the handling of goods in the appraisers' stores, made in August, 1859, by my predecessor, Mr. Schell, under the direction of the Treasury Department, with William N. McIntyre, John C. Mather, Francis M. Bixby, and James B. Craig. It was for a term of three years from September 5, 1859, and expired September 5, 1862. I know nothing about the ownership of that contract, or the profits of it, or who were interested in it, beyond what appears in the original contract and in the power of attorney made by the contractors to Messrs. Stevens & Wyman, copies of which are in the possession of the committee. I found the contract in operation when I was appointed collector, and so long as the work which it called for was properly done I could not interfere with the contractors, nor limit nor disregard the rights secured to them by the contract. I held the contractors to a strict performance of the work, and recognized no one but them. I had no knowledge of any change of ownership or interests under it. I was not approached on the subject, and knew nothing and heard nothing about it.

Question. Now, Mr. Barney, do I understand you to say you had

no knowledge previous to the transfer of the labor contract to Stevens & Wyman that such a transfer was contemplated?

Answer. I wish to be so understood. I had no such knowledge.

Question. Did you intimate to any one that unless the contract was transferred the general-order business would be taken away from McIntyre, Bixby & Co.?

Answer. I did not. I never made any such statement to McIntyre, Bixby & Co., or to any one of that firm, or to anybody else, and I never authorized any such statement to be made. I never thought of such a thing. The labor contract was not connected in any way with the general orders, nor with any action taken by me in reference to the general orders. I never did any act or thing in reference to any transfer of interest under the labor contract, and I never was interested, directly or indirectly, in or under it. I did not recognize the contract, except so far as the government had already recognized it; and, upon its expiration, I made arrangements, with the sanction of the Secretary of the Treasury, to have the work done by laborers employed by the day and under the immediate supervision of one of my deputies, and of clerks in the appraisers' stores.

Question. Do you know one Munson Gray?

Answer. I do. He was assistant storekeeper in the public store. He was removed by me on account of infirmities, incident, probably, to his advanced age, which, in my judgment, unfitted him for the duties of his office, and I removed him for no other reason.

Question. Had he any connexion with Stevens & Wyman, and did Stevens cause his removal?

Answer. I have no recollection that Stevens ever suggested his removal. He may have done so; but my action was the result of the considerations I have named, and of them alone.

Question. Did Stevens or anybody, within your knowledge, interfere with the goods in the appraisers' store?

Answer. Only in a single case, to my knowledge.

Question. State your knowledge of that case.

Answer. The clerk having charge of the sample goods reported to me that Mr. Stevens had requested him to facilitate an irregular delivery of a package of goods, and that he had an altercation with him on the subject. I had given the clerk directions never to permit interference by any person with the strict and conscientious performance of his duties, and upon his statement I approved of his conduct on that occasion. I recollect no other case.

Question. Did you ever receive any explanation from Mr. Stevens in respect to this package?

Answer. I think Mr. Stevens, in making complaint, as he did, against the clerk for his manner towards him, explained to me his views of the case, and said he considered he had a right to do what he had done, and that the clerk was offensive in his manners. The name of the clerk was George Bisbee.

Question. Do you know anything about the fitting up of any office in the public stores on Broadway for any person?

Answer. A room was assigned to the contractors convenient for

the supervision of the laborers, and for hearing any complaints that might be made of the manner in which the work was done. It was fitted up, not at the expense of the government, but at the expense of the contractors.

Question. Did you ever authorize any expenditure of government funds upon it?

Answer. I never authorized nor allowed any such expense, and no such expenditure was ever made by me or by the government, to my knowledge. After the stores on Broadway were leased by the government, some repairs were made, and several offices were partitioned off for the various parts of the business. One of these offices, as I understand, was assigned to the contractors, as they had previously had a room in the Broad street stores; but they fitted it up and furnished it at their own expense, and not at the expense of the government. Mr. Bixby, one of the original contractors, and who superintended the labor, informs me that he paid the expense himself for the contractors.

Question. You have given a statement of your own receipts as collector. Have you any knowledge of the receipts and emoluments of the collectors before you—your predecessors?

Answer. I have a general knowledge derived from the statements of the auditor, and from an examination of the books in his office. These statements of the auditor show all the receipts of the collectors, but they do not show the amounts paid by them from those receipts for information upon which seizures are made or suits for the recovery of the value of goods fraudulently entered are prosecuted. Informers, whether public or private, are paid out of the moiety of the revenue officers from the proceeds of seized goods or recoveries. The payments to private informers do not appear in the auditor's accounts. He has no official cognizance of such payments. They are made in pursuance of arrangements between such informers and the revenue officers. The amounts thus paid are considerable. The amount paid during my term of office, or twenty-one months, I cannot state now with accuracy, but believe it to be about $8,000. In forming an estimate of the income of collectors, regard should be had to these payments, which are a necessary incident to the detection of frauds and the enforcement of the revenue laws. The amount received by Mr. Schell, over and above his salary, during his term of office and since I think, is $53,000, or thereabouts. The receipts of former collectors on account of seizures were, I think, much less than those of Mr. Schell.

Question. Are there any seizures or confiscations still pending from which Mr. Schell will receive any emoluments hereafter?

Answer. A few, perhaps.

Question. Can you estimate about how much?

Answer. I cannot. The cases are in litigation, and the amount to be realized cannot be properly estimated at any considerable sum.

Question. How much did Mr. Redfield receive?

Answer. I think less than $40,000, or $10,000 a year; and Mr. Maxwell still less.

Question. Have the duties of the collector of this port, in reference to seizures, been increased, or otherwise varied from what they were under former collectors?

Answer. The duties of the collector, in reference to that branch of the business, are the same that they have been; and, as to the amount of it, it varies from time to time according to the number of seizures made.

Question. Is the number of seizures greater or less now than in corresponding periods in former years?

Answer. I am unable to state that without reference to the books; but I should think the number much greater.

Question. Is there anything further in reference to seizures, which you can communicate that will throw light on that subject?

Answer. I will remark generally that the number of seizures would, for a time, be increased by extraordinary vigilance and activity on the part of the revenue officers. After such vigilance and activity become notorious, that would tend to diminish the number of seizures. When officers are notoriously lax or inefficient, the smugglers and defrauders are bold and successful; when officers are notoriously active, intelligent, and vigilant, the violaters of the revenue laws are timid and cautious. When attempts to evade or violate the revenue laws do not promise success, those who engage in such fraudulent practices suspend or abandon such pursuits for a time, at least. Questions relating to seizures arise daily, and frequently many times a day, which, with the other duties of the office devolving upon the collector, render it impossible that he should fully possess himself, by his own examination, of all the facts in every case. I have, therefore, devolved the examination of such cases, and other duties in reference to that branch, upon a deputy collector, Mr. Stanton, who is a lawyer by profession; and he, together with the naval officer, surveyor, and their deputies, attend mainly to that branch of the business. The direct responsibility, however, for all seizures, necessarily devolves upon the collector alone.

Question. Was there a similar officer charged with the like duty under your predecessors?

Answer. So far as I know, my predecessors devolved the duty of examining cases of seizure upon officers in the collector's department, together with officers in the surveyor's department.

WASHINGTON, *January* 26, 1863.

WM. T. DUVALL sworn:

Question. Where do you reside?

Answer. In Washington.

Question. What is your business?

Answer. I am not of the firm, but I am with the firm, of Duvall & Brothers, tailors and clothing merchants, on Pennsylvania avenue.

Question. How long have you been in that business?

Answer. I was raised in it.

Question. Do you consider yourself a competent judge of clothing?

Answer. I do, of certain qualities coming within the range of clothing we have been in the habit of manufacturing and dealing in. Beyond that I do not consider myself a judge.

(A coat marked "U. S. inspection, New York, A. Clark, N. Y.," being the same coat in reference to which A. Clark testified in New York, was here handed to witness.)

Question. Please look at the coat I hand you, and inform me of what material it is made?

Answer. It is a kind of Petersham, or something which represents Petersham, in its outside appearance.

Question. Upon examination, does it appear to be cloth or felting?

Answer. It does not appear to be woven cloth, but I do not know exactly what to call it.

Question. Do you know whether or not, such kind of stuff is usually called shoddy?

Answer. I do not.

Question. What is your judgment of the material in that coat?

Answer. I cannot think that it would do much service.

Question. For what reason?

Answer. From the experiments made upon it here to test its strength, and because it is not a woven cloth.

Question. What should you judge would be the cost of making such a coat as that, and making it as this is made?

Answer. That would be a mere matter of judgment, because I do not know what persons give for making that kind of goods.

Question. Should you think $1 50 would pay for the making?

Answer. I do not suppose they pay less than $1 50. There is no kind of coat we could make up in our store that would be worth less than six dollars, unless it might be the thinnest kind of summer stuff; and I do not know what such a coat as this would be considered worth.

Question. Do you consider the coat, as made, of any practical value?

Answer. I should not think it would do much service.

Question. Is it of small size?

Answer. It is what we would call a medium-sized coat.

Question. Would it be of any value for shedding rain?

Answer. I do not know what to say about that. If the rain was not exceedingly heavy, I suppose it would cast off the water; but if the rain was heavy the coat would soon become very uncomfortable by being saturated with water, as it is of rather a spongy material. I should judge that a soldier, much exposed, ought to have a heavier coat. This is rather light for soldiers' use.

NEW YORK, *January* 24, 1863.

Colonel D. H. VINTON recalled:

Questions by Hon. R. E. Fenton.

Question 1. What is your official position and place of business?

Answer. My official position is deputy quartermaster general of the army of the United States, in charge of the clothing and equipage depot at Nos. 502 and 504 Broadway, New York city.

Question 2. Will you state in regard to a contract for clothing (great coats) with Amos Clark, of this city, about the 1st of October, 1861, the circumstances under which it was made, the price paid, the kind and quality of cloth, and all you know touching the transaction?

Answer. No contract was made with Amos Clark for great coats at the time referred to; but I ordered of him, as then was my custom, (for reasons heretofore given to the committee,) six thousand great coats, of black Petersham felt cloth, at $6 each, from a sample of material presented to me, which was considered cheap at that price, and, under the circumstances, would be serviceable and comfortable garments for the want of better. Of these "circumstances" I beg leave to refer you to a passage in the annual report of the quartermaster general of the army to the Secretary of War, dated November 18, 1862, which I quote, as follows, as the reasons which induced a resort to that kind of clothing, instead of such as was established by army regulations:

"When the rebellion first compelled the government to call out a large force the stock of clothing on hand in the arsenals, being intended only for the supply of the regular army, about 13,000 strong, was inconsiderable. The manufacture of cloth and materials of army clothing occupied but few of the factories of the country, and the stock of clothing and material was at once exhausted. There was great difficulty in supplying the large force suddenly raised. The organization of this department did not furnish enough officers of experience to provide and distribute to all parts of the country the necessary supplies. The mills, which were at once set to work upon army goods, could not manufacture fast enough to clothe the troops. There was a great scarcity of suitable blankets and army cloths and under garments.

"The troops being received generally through the State authorities, these authorities were engaged to assist the department in providing the necessary supplies. Large importations were made by merchants, and the goods thus imported were bought by the State authorities and by the quartermaster's department, and manufactured by contract, or in the establishments, into clothing. As the cold weather approached, the troops in some cases for a time suffered for want of overcoats and blankets. Under these circumstances, and to supply the immediate and absolute necessities of the suffering troops, large quantities of such materials as could be found in the market in the hands of dealers and manufacturers—materials manufactured for the ordinary clothing of the people—were purchased and made up.

In some cases these articles were redyed, of the uniform colors—light and dark indigo blue; but the greater part of the gray, brown, and black cloths purchased were made up in those colors. For a time they were gladly received, and they prevented much suffering. But these materials were inferior to the army standard goods. When the troops came in contact with the enemy on thickly-wooded fields mistakes occurred. The rebel forces were generally clothed in gray; and our own troops in some cases fired into each other. This caused orders to be issued, both by the eastern and western commanders, prohibiting the issue or use of clothing of any but the established uniform colors—light and dark blues.

"As fast as uniform clothing could be obtained the irregular clothing was withdrawn from service. A great prejudice now exists against it, and the department has been the subject of unjust criticism for its action in the matter. The material was undoubtedly inferior to the excellent army cloths, and in making the immense purchases required the officers of the department were in some cases imposed upon by unscrupulous dealers and unfaithful inspectors. But the troops were clothed and rescued from severe suffering; and those who saw sentinels walking post about the capital of the United States in freezing weather in their drawers, without trousers or overcoats, will not blame the department for its efforts to clothe them even in materials not quite so durable as army blue kersey.

"There is still on hand a considerable stock of this clothing, which it has been thought better to keep in store than to sacrifice at auction. It is used for gratuitous issue to soldiers in hospital who have lost their clothing in consequence of wounds or disease. Some of it has been issued to prisoners of war in distress, both rebel prisoners and our own men released on parole, and some of it to negroes employed in the army. In time it can all be disposed of in these modes, and in the chances of war it is not impossible that this reserve of irregular clothing may yet prove of value to some portion of the armies in the field."

Question 3. Do you know—in regard to the coat brought before this committee—of its worth or worthlessness, and what amount was received of that quality?

Answer. I have already stated that 6,000 of the kind of great coat referred to were purchased, and the price of the same. As to the value of the article, I can only say that it was worth the price paid for it; but if its worthlessness is to be established from the appearance of the coat exhibited to me by your honorable committee, I can but consider it as good for nothing. It had been torn and otherwise mutilated in such a manner as to make it undistinguishable as one I had purchased, apparently in a wanton manner, to give effect to certain misrepresentations that had been made in a public print regarding it.

Question 4. Were contracts made with other parties for the same or similar kind of goods; with whom, and at what price?

Answer. No contracts were made with other parties for the same or similar kind of goods; but orders were given, or purchases in open

market were made, for similar articles. For instance, on the 7th of October, 14,700 were ordered of A. T. Stewart & Co., and on the 23d of October 1,500 more, of which 13,240 were received, at $7 each. I beg leave to add that Mr. Clark is in nowise responsible for complaints made against the coats in question. He performed his duties in his bargain with me, and has always proved himself an honorable and upright merchant in his transactions with this office. In my letter of the 31st ultimo to Hon. E. B. Washburne, chairman of your committee, I stated that the great coats in question had been issued to invalid soldiers *gratuitously* through the medical department. This, from further observation and inquiry, I believe to be correct.

D. H. VINTON,
Lieut. Col. and Dep. Quartermaster General.

NEW YORK, *Feb.* 14, 1863.

GEORGE W. YERBY, sworn.

Question. Where do you reside?

Answer. In New York.

Question. What is your business?

Answer. I am a broker and agent.

Question. What kind of a broker?

Answer. In almost all kinds of merchandise, government supplies, &c.

Question. What kind of an agent?

Answer. For prosecuting claims before the departments at Washington and here.

Question. Have you had any contracts with the government since the breaking out of the rebellion?

Answer. I have had no direct contracts.

Question. Have you had any indirect contracts?

Answer. I have sold goods to parties who supplied the government.

Question. What kind of goods, and to what parties?

Answer. I have sold army clothing to Col. Vinton, assistant quartermaster general here.

Question. To what extent?

Answer. Probably fifteen to twenty thousand dollars, worth of clothing and blankets.

Question. For what party did you sell that lot of clothing?

Answer. The blankets were sold for a man by the name of George B. Callendine.

Question. And the clothing, for what party?

Answer. The clothing was sold for a man by the name of Neuberger.

Question. To what amount?

Answer. Probably fifteen or twenty thousand dollars worth'; I do not recollect now the exact amount. There were other things I sold, such as hosiery and things of that sort, of which I do not recollect the amount or the date of sale.

Question. Were they large in amount?

Answer. No, sir, all I sold to Col. Vinton would not probably exceed $25,000.

Question. What was the reason that those parties did not deal directly with Col. Vinton?

Answer. The property of one of the parties was in Philadelphia.

Question. What party was that?

Answer. Mr. Neuberger.

Question. Is that any reason why he could not deal directly with Col. Vinton?

Answer. I presume the reason he employed me to sell the property was because I was in the habit of going there, and knew him. I charged him a small commission only for doing the business.

Question. What commission did you get?

Answer. Two and a half per cent., the regular brokerage on merchandise

Question. What was the advantage to the parties for whom you acted in employing you, and paying you two and a half per cent., instead of doing the business themselves directly with Col. Vinton?

Answer. I cannot tell. It is the custom here to employ brokers in the sale of almost everything.

Question. Have you any particular facilities for effecting sales?

Answer. None whatever.

Question. Have you had any other connexion with government contracts beyond what you have already stated.

Answer. Yes, sir; some long time ago I had some gun contracts, and I have had some recently.

Question. State what those gun contracts were you had a long time ago.

Answer. Those contracts were carried out a year ago last fall.

Question. State the particulars with regard to those contracts, with whom made, &c.

Answer. I was acting as broker, and sold a number of guns to go to St. Louis, as I understood it. I delivered them here.

Question. What was the number of guns you sold then; to whom did you sell them; and at what price?

Answer. It is impossible to remember the price, as the transaction was a long time ago.

Question. What was the number?

Answer. There were probably 7,000 or 8,000.

Question. With whom did you make the contract?

Answer. I made the contract with Mr. John Hoey.

Question. Who is he?

Answer. Superintendent of Adams & Co.'s express.

Question. You sold them to him?

Answer. Yes, sir; that is, I procured the guns; took a sample to him; some of the guns were satisfactory, and some were rejected. I understood from him that those guns were sent to General Anderson.

Question. Have you sold any guns to the government?

Answer. No, sir.

Question. Was this an indirect sale to the government?

Answer. I presume the guns went to the government.

Question. Did you have anything yourself to do with the government?

Answer. No, sir.

Question. Did Hoey hold himself out as an agent of the government?

Answer. He held himself out as purchasing for himself; what disposition he made of them I do not know.

Question. From whom did you receive pay for the guns?

Answer. From Mr. Hoey.

Question. What kind of guns were they?

Answer. There were different kinds. Some of them were Prussian rifles—not very good guns. They were sold for about seven dollars, I think. Then there were some which were a kind of second-hand Springfield gun, or rather second quality. They probably had been used somewhat, and I think they sold for ten or ten and a half dollars. There was one lot of Springfield rifles which were got of Colt's Manufacturing Company; they were imperfect when Colt bought them, and he took them to his factory and put them in nice order. Those I sold.

Question. Did you sell all these guns to Hoey?

Answer. Yes, sir.

Question. What was this last lot of repaired Springfield guns sold for?

Answer. My impression is they were sold for about $10 50 each. Had I held them a month or so longer they would have sold for fifteen or sixteen dollars.

Question. How came Hoey, as superintendent of Adams & Co.'s express, to be speculating in guns?

Answer. I do not know.

Question. Do you know whether it was for, or on behalf of his company?

Answer. I should think not.

Question. Is he a man of means?

Answer. Yes, sir.

Question. What were your profits on all the arms you sold to Hoey?

Answer. About $4,300.

Question. From what did you gather the conclusion that the guns were for Gen'l Anderson, at Louisville, or Jeffersonville?

Answer. Because I was told so by some person; I think Hoey told me so. It has been so long since that I cannot recollect all that occured at the time. The whole matter has been settled a year or fifteen months.

Question. What are the recent transactions in guns to which you alluded?

Answer. It was a transaction in which a lot of 8,360 Enfield rifles were sold to Robert Dale Owen. That was in September last.

Question. By whom were those rifles sold?

Answer. By Joseph Kirkpatrick.

Question At what price?

Answer. At $17 85, I understand.

Question. From whom did you understand so?

Answer from Kirkpatrick himself?

Question. Where was this contract made?

Answer. In reference to those matters, I can only testify from what Kirkpatrick and Mr. Martin and Mr. Owen told me.

Question. What did they tell you?

Answer. I will commence and tell the transaction from the beginning. In the beginning I had placed in my hands two samples of Enfield rifles of a lot of 8,360. I called upon Kirkpatrick because we had had something to do in such matters before. He stated to me that he had some person to whom he thought he could sell those Enfield rifles. He took the samples from my office. He went to the Ocean Bank in this city with them. The agreement between Kirkpatrick and myself was, that whatever profit was made in the sale of those guns should be equally divided. The guns were given to me at $16 50 each, and they were sold to Robert Dale Owen at $17 85, at the Ocean Bank, through Mr. D. K. Martin, the president of the Ocean Bank, as I understand it, Mr. Martin furnishing the money for the State of Indiana. This is what Kirkpatrick tells me. Martin told me the same thing.

Question. What did you pay for them?

Answer. They were given to me for $16 50 each.

Question. That is to say, that is the sum at which you were authorized to sell them?

Answer. Yes, sir. The understanding with Kirkpatrick was, that whatever was made between $16 50 and what they sold at we should divide.

Question. Did you divide?

Answer. No, sir. When I came to have a settlement with Kirkpatrick he proposed to pay me $836, alleging to me that the whole matter had changed, and that Mr. Martin and Mr. Owen had employed him as a broker to buy those guns, and that all he could make out of the transaction was $1,672, one half of which he gave me. The reason he gave for that was, that Owen and Martin wanted this money—that is, the difference between what he received and the $1,672—for political purposes; and that balance was kept by them.

Question. I understand you then that the guns were in the first place to be charged at $16 50?

Answer. That was the price they were put to me at.

Question. And Mr. Kirkpatrick made a sale of them at $17 85 each through Mr. Martin, president of the Ocean Bank, to Mr. Owen, as agent for the State of Indiana?

Answer. Yes, sir.

Question. And after the trade and sale was made you went to Kirkpatrick, and instead of paying you one-half of the profits, as he agreed to do, he only proposed to pay you $836?

Answer. Yes, sir.

Question. After the transaction was closed he gave that as an excuse to you?

Answer. He gave this as an excuse before the sale was closed, that it was a very difficult thing to make a sale.

Question. I understand you that the sale was made at $17 85?

Answer. It was, but I was probably getting along with the story rather too fast. He said it would be a difficult thing to make a sale, that Owen was hard to please, or something of that kind, and if it was done at all it could only be done by his simply acting as agent for them in the purchase, and that instead of making something very handsome out of it we could only make 20 cents upon each rifle.

Question. I understand you that the sale was actually made at $17 85?

Answer. It was actually made at that price, as I understand from Mr. Martin, Mr. Owen, and Mr. Kirkpatrick.

Question. But when you came to demand your portion of the profits upon the basis of $16 50 and $17 85, Kirkpatrick gave you as his reason for declining to pay you one half of that difference that the whole thing had been changed?

Answer. Yes, sir.

Question. How could it have been made after the trade was made?

Answer. As I proposed to explain a moment ago, this thing was named to me previous to the sale of the guns. Kirkpatrick came to me and said this, that it would be difficult to make a sale, and if it was made at all it could only be made by his buying these guns, acting simply as a broker, and receiving for his trouble twenty cents on each gun. My reply was, that it was nothing like what we expected to make, but sooner than have the sale fall through and make nothing at all I would consent that they might be sold at that price.

Question. At what price?

Answer. He did not name the price at all. He said we should make between us twenty cents on each rifle.

Question. Then instead of selling at $17 85 each gun, he sold for $16 70?

Answer. After this thing had been going on several days, after I had given the samples to Kirkpatrick and he had seen Owen, Kirkpatrick came to me and said the whole matter had changed, that the sale could not be made unless he acted simply as broker to purchase those guns for Martin and Owen. Well, it was natural for me to ask what we were going to make out of the transaction. He replied, only twenty cents upon each rifle, which would be ten cents a rifle for each of us. I said if that was the best that could be done, and if the sale could not be made except upon those terms, why let them go. Then he gave me as the reason why that was all that could be made was, that there would be a handsome profit made out of the guns, but that whatever was made over and above that Mr. Owen and Mr. Martin wanted for political purposes.

Question. Did you ever understand anything from Mr. Martin or Mr. Owen in reference to this matter?

Answer. Yes, sir, I called upon them in reference to the subject.

Question. Did you tell them what Kirkpatrick had said?

Answer. Yes, sir.

Question. That the amount between $16 70 and $17 85 had been taken for political purposes?

Answer. Yes, sir, and I asked them that question. They said it was not so. I then told Kirkpatrick what Martin had said, and he

said to me that Martin had replied to me just as any man should have replied under the circumstances.

Question. What did he mean by that—that Martin had lied about it, or that it was proper for Martin to lie?

Answer. I do not know. When I found there was so great a discrepancy between the two statements I concluded I would go and see those gentlemen. I went to them and asked them the direct question, who got the difference between $16 50 and $17 85 on each of those rifles. Their reply was that Kirkpatrick had received it. I then went to Kirkpatrick and asked him if he would go and see Martin with me. He said he would not. I then told him that I had seen Martin, and what Martin had said.

Question. Kirkpatrick had a direct interest, had he not, in representing to you that this amount, instead of going into his own pocket, was taken by Owen and Martin, in order to cheat you out of your portion of the profits?

Answer. Yes, sir, if he had a mind to lie to me.

Question. Do you know of your own knowledge, or have you any reason to believe, that Owen or Martin put any portion of this amount into their own pockets for any purpose whatever, or applied the same to any particular purpose, political or otherwise?

Answer I have no reason to believe so, except from what Kirkpatrick had said, and from the fact that I do not believe that Martin would advance one hundred and fifty or two hundred thousand dollars without making something out of it. Afterwards, Martin told me that the guns were turned over to the government.

Question Did not you understand that they were purchased in the first instance for the government?

Answer. I understood that they were purchased for the State of Indiana.

Question. You understood that from Martin?

Answer. Martin told me that the guns were sold to or were turned over to the government, or something of that kind.

Question. Did I understand you to say that Martin advanced the money for the State of Indiana?

Answer. I understand that Owen, as agent of the State of Indiana, had no money here to use for that purpose, and that Mr. Martin or his bank advanced the money.

Question. Who did you understand that from?

Answer. From Kirkpatrick, Mr. Martin, and also, I think, from Mr. Owen.

Question. Was the money advanced upon the credit of the State?

Answer. So I understand.

Question. Did I understand you to say that afterwards you understood from Mr. Martin that the guns were sold to, or turned over to, the government of the United States?

Answer. Yes, sir.

Question. Did he give any reason at that time why the guns did did not inure to the State of Indiana?

Answer. He said nothing about it.

Question. Did Owen say anything about the guns being turned over to Indiana?

Answer. I did not understand anything of the kind from him.

Question. Did you understand from Owen, in any conversation, for whom he purchased those guns—either for the State, or for the general government, or for his and Martin's own benefit?

Answer. I do not think I understood from Owen anything directly about that.

Question. From whom did you understand that?

Answer. Martin told me in his office that these guns were purchased for the State of Indiana, that he advanced the money to pay for them, the agent of the State having no money here.

Question. That he advanced the money upon the credit of the State?

Answer. I supposed so, of course.

Question. From whom did you understand specifically that these guns were purchased for the State of Indiana?

Answer. I understood it from Kirkpatrick, and from Martin.

Question. Did you understand it from Owen, also?

Answer. I am not positive whether he told me so or not. The conversation I had with Owen was a short one. I went to see him simply to ask him in relation to the other part of the business—that is, in reference to where the profits went.

Question. Have you and Kirkpatrick settled?

Answer. No, sir.

Question. Are you in the process of settlement?

Answer. I have sued him, and have had him arrested.

Question. For what have you sued him?

Answer. For one-half of the difference between $16 50, and $17 85 on each gun, after deducting therefrom $836.

Question. Did you receive $836 from him?

Answer. Yes, sir.

Question. Was that receipted for in full?

Answer. It was.

Question. Did not that conclude you from suing?

Answer. No, sir; because it was obtained by misrepresentation.

Question. You have stated that this balance was to go for political purposes?

Answer. Yes, sir; but Mr. Owen and Mr. Martin say it was not

Question. I understood you to say that you did not know whether it was so; that you had not made up your mind?

Answer. I thought Mr. Martin would not go into a matter of that magnitude without making something out of it.

Question. Do you think that Mr. Martin or Mr. Owen received any of that difference, the half of which you are suing Kirkpatrick for?

Answer. It is difficult to make up my mind about it. I am suing and I expect by that means to ascertain the facts.

Question. Kirkpatrick insists that this money, instead of going into your and his pockets, went into the pockets of Mr. Martin and Mr. Owen, for political purposes?

Answer. Yes, sir.

Question. And by bringing a suit I understand you to deny it?

Answer. I want to find out where the money is. If Kirkpatrick received it half of it belongs to me; if Owen and Martin received it, it does not belong to me.

Question. If they received it for political, or any other purposes, you do not regard it as belonging to you?

Answer. I do not, because I agreed, if his statement was true, and they received the money for that purpose, the settlement I made was to be final.

Question. And you have brought a suit to test the matter?

Answer. Yes, sir.

Question. Is Kirkpatrick a man of responsibility?

Answer. I think so.

Question. Is he able to respond to any judgment you may be able to obtain against him?

Answer. I hope so.

Question. When does that suit come off?

Answer. I suppose some time next month.

Question. At the time of this gun contract was Mr. Owen spending most of his time in New York?

Answer. I understood so.

Question. For what length of time had he been engaged in purchasing arms either for the government or for the State of Indiana, according to your understanding?

Answer. I had understood, I should think, for more than a year previous to this transaction, that he was in New York as an agent of the State of Indiana.

Question. Had he an office here at the time?

Answer. He had his headquarters with Winslow, Lannier & Co., in Wall street.

Question. Is this the only transaction you have had of the kind?

Answer. That is the last one I have had.

Question. Who is your attorney in this city?

Answer. D. C. Birdsell.

Question. Has he any knowledge of these facts, except through you?

Answer. No, sir; I think not.

Question. Whom have you subpœnaed as witnesses in the suit?

Answer. I have not subpœnaed any.

Question. Whom do you propose to subpœna?

Answer. There is only one party, except those I have mentioned, who knows anything about this matter.

Question. Who is he?

Answer. W. S. Crawford. He is a young man who was in the office with me at the time.

Question. Was not the agreement put in writing?

Answer. No, sir.

Question. What would have been the amount of your profits if this arrangement had been carried out?

Answer. About $5,000.

Question. To whom did those guns belong?

Answer. They belonged to Colt's Manufacturing Company.

Question. The Manufacturing Company were paid $16 50?

Answer. So I understand.

Question. The guns at the time were ready for delivery?

Answer. Yes, sir; they were in the store here at the time. They were Enfield rifles, made, of course, on the other side, but imported by Colt's Manufacturing Company, and entered at the custom-house here, and were sold here.

Question. Do you know anything about these guns being sold to the United States government for an advance of three dollars each?

Answer. I do not.

Question. Have you seen a newspaper article making that statement?

Answer I have.

Question. Do you know upon what that article was founded?

Answer. I do not.

Question. Do you know how that article got into the newspapers?

Answer. I do not.

Question. Did you know anything about it before you saw it in the papers?

Answer. No, sir.

Question. Do you know how the editor got what he purports to state as facts in that article?

Answer. I think Mr. Birdsell, my attorney, was talking about this matter with some one connected with the *Express* newspaper.

Question Then you think this article had its origin through Mr. Birdsell, your attorney?

Answer. I took the paper to him and asked him if he wrote the article. He said he did not.

Question. What did he say?

Answer. He said he had had some conversation with some one connected with the *Express* office.

Question. Did Mr. Birdsell have any knowledge that these arms were sold to the United States government for three dollars advance each?

Answer. I do not think he had; but I do not know. I should think that anything Birdsell might say about the matter would simply be from the affidavit I made in the commencement of this suit against Kirkpatrick.

Question. Did you make any statement of that kind in your affidavit?

Answer. I did not.

Question. Do you think that Birdsell drew upon his imagination for this statement?

Answer. I do not think he made that statement.

Question. Where did the paper get the authority for making that statement?

Answer. I cannot tell.

Question. What is the character and standing of the Ocean Bank?

Answer. It is a bank of good standing.

Question. What is the character of Martin as president?

Answer. I think he is a very correct and clever man.
Question. Is he a man of truth and veracity?
Answer. I presume so.

NEW YORK, *February* 14, 1863.

DANIEL C. BIRDSELL:

Question. Where do you reside?
Answer. In New York.
Question. What is your business?
Answer. I am a lawyer.
Question. Do you know anything in relation to any contracts with the government since the breaking out of the rebellion?
Answer. No more than what I have learned as counsel for Mr. Yerby. He commenced a suit against Mr. Kirkpatrick for commissions on a gun contract—guns sold to Robert Dale Owen.
Question. What do you know about that contract?
Answer. I know nothing except by hearsay—from what Mr. Kirkpatrick and Mr. Yerby have said.
Question. Did you institute a suit?
Answer. I did. The complaint sets up all I know about the matter. I have also an order of arrest. I have Yerby's statement and Kirkpatrick's answer.
Question. The suit was commenced against Mr. Kirkpatrick by Mr. Yerby for the purpose of recovering his portion of the commissions on the sale of certain guns to Robert Dale Owen, agent of the State of Indiana?
Answer. Yes, sir. Mr. Yerby obtained the guns for $16 50 each, and he and Kirkpatrick entered into an arrangement by which Kirkpatrick was to sell the guns, and they were to divide the profits. Mr. Yerby says, and also Mr. Crawford, who heard the arrangement, that Kirkpatrick told Yerby that he had sold the guns for $17 85 each, thereby making a nett profit of $1 35 on each gun. Subsequently Kirkpatrick came to Yerby and told him that the contract would have to fall through unless he would consent that they should take a profit of twenty cents on each gun; that Martin, the president of the Ocean Bank, who was to advance the money, was to retain the balance—$1 15 on each gun—for the purpose of aiding to carry the republican State ticket in Indiana, and consequently they would only make ten cents each man as profits upon the guns. Mr. Yerby then said that he had had the guns on hand to sell for some time, that he would rather make a little than make nothing, and that he would let them go rather than have them on hand longer.

Subsequently some one told Yerby that Kirkpatrick had swindled him; and so he goes to Martin and asks him if he had made these statements to Kirkpatrick. Martin said he had not. I had no personal acquaintance with Martin, and I sent a young man down to a director of the bank, a client of mine, to get a letter of introduction to him. He brought me the letter, and I went with it to Martin.

Martin appeared very abrupt and ungentlemanly towards me about the matter, especially coming, as I did, with a letter of introduction from a director of the bank. He said he had nothing to do with the matter except to advance the money to the State of Indiana, and that Mr. Kirkpatrick got the full price of the guns—$17 85 each. I said to him: "Kirkpatrick says you have retained $1 15 a gun" for such and such purposes. He replied: "Kirkpatrick never made any such statement."

Question. When he told you he had paid Kirkpatrick the full amount of the profits did you understand it to be a denial that he had taken this amount?

Answer. I did not understand it as a denial. I thought he might have paid him the full amount and still have had an arrangement with Kirkpatrick by which he would pay it back. I asked him if he had ever heard the statement of Kirkpatrick. He said Kirkpatrick said he never had said so. I said to Yerby, after leaving, that Martin had acted ungentlemanly and discourteously; that I could not get anything out of him, either by way of denial or admission. I made that remark immediately after going out of the bank.

Question. Did you, or not, commence the suit on the assumption that Kirkpatrick had received the whole of this amount?

Answer. I did.

Question. Do I understand you to say that after you had this conversation with Martin you considered it doubtful whether Kirkpatrick had received this amount?

Answer. I considered that Kirkpatrick had received the amount, but as to what he had done with it, whether he had paid any portion back to Martin, or to other parties, I knew nothing. I did not consider that I had any answer from Martin as to whether Kirkpatrick had paid it back. I considered that Kirkpatrick had been paid the amount and brought the suit accordingly. Kirkpatrick in his answer admits that he received the whole amount.

Question. How long since that answer was filed?

Answer. It was served February 4, 1863.

Question. Does the defendant, Kirkpatrick, set up that he paid out any of this money for political purposes?

Answer. No, sir.

Question. Will you furnish the committee a true and correct copy of Kirkpatrick's answer to the suit, and consider it a part of your sworn evidence?

Answer. I will

The following is the paper subsequently furnished the committee by the witness:

NEW YORK SUPERIOR COURT.

GEORGE W. YERBY
ag'st
JOSEPH KIRKPATRICK.

The defendant above named for answer to the complaint in this action says:

First. That he denies each and every averment in said complaint, inconsistent with the answer or any part thereof.

Second. That he never agreed with said plaintiff to give him an equal half of the proceeds of the sale of all or any part of the rifles or boxes mentioned in said complaint; that the only agreement, arrangement, understanding or promise between him and the said plaintiff, in regard to said rifles, arose out of the following facts and circumstances, and was as hereinafter stated. The said defendant wished to purchase a number of Enfield rifles, and so stated to the plaintiff, who said that he had ten thousand for sale which belonged to another party, but afterwards proved to belong to other parties; he showed defendant a sample of them, and at the request of defendant introduced him to the represented owners of the rifles, that defendant might purchase them; the plaintiff allowed that they could not be bought for a less sum than sixteen dollars and a half each; the defendant told him, in substance, to introduce him to the party having the rifles for sale, that the defendant would make the best bagain for them; that he could, and, in the event of purchasing them, would take care of the plaintiff, meaning that he would compensate him; the defendant being introduced by plaintiff, purchased at the price named above the lot for sale, supposing they were ten thousand in number, and afterwards sold them on his own account and for his own benefit for seventeen dollars and eighty-five cents each, to the agent for the State of Indiana, and so informed the plaintiff after the last-mentioned sale; stating in substance to the plaintiff at the same time that in view of the sale the defendant could afford to and would pay him ten cents on or for each of said rifles, which percentage or reward the said plaintiff then and there agreed to take, and declared himself sufficiently satisfied with and grateful for; but the number of rifles actually sold and bought were but eight thousand three hundred and sixty.

Third. That before said transaction the defendant had lent the plaintiff two hundred dollars, for which he held plaintiff's note; that before said transaction was finally consummated he made the plaintiff an advance of a sum, for which defendant took a receipt, and on the twenty-fifth day of October, 1862, the defendant paid the plaintiff in full the ten cents per rifle, agreed upon as aforesaid, by delivering to him the note and receipt aforesaid and the difference between their united amounts and the sum of eight hundred and thirty-six dollars, for which the plaintiff then and there gave the defendant a receipt, and this payment discharged and was taken and intended to be a full payment and satisfaction of any and every claim the plaintiff had upon

the defendant in reference to said rifles or any of them; that the plaintiff before such payment and at the time thereof well knew that the defendant was to receive for said rifles seventeen dollars and eighty-five cents each, as before stated.

Fourth. That there was no agreement, arrangement, promise or understanding between the defendant and the plaintiff that the plaintiff should in any way derive any benefit from the sale of the four hundred and eighteen boxes containing the said rifles, or any of them which were purchased at the amount stated in the complaint, or from the amount procured therefor by the defendant, being two dollars and fifty cents each, or from any part of said amount.

Fifth. That each and every statement in said complaint, to the effect that the defendant in any way deceived or defrauded the plaintiff, or made any false statement or representation to him, is untrue; and is also untrue that he even stated to the plaintiff what is alleged in the third paragraph of said complaint, or anything of the same or similar import or meaning. It is also untrue that the defendant acted as agent or broker for the plaintiff, as alleged in said complaint.

Sixth. That the defendant is not indebted to the said plaintiff in any amount whatever, and the said plaintiff has no claim or demand against him of any nature or description.

Wherefore defendant prays that the complaint may be dismissed with costs.

WM. E. TRAPHAGEN,
Attorney for Defendant, 240 *Broadway*.

City and county of New York, ss:

Joseph Kirkpatrick, of said city, the defendant herein, being sworn, says that he has read the foregoing answer, that the same is true of his own knowledge except as to the matters therein stated on his information and belief, and as to those matters he believes it to be a true copy.

J. KIRKPATRICK.

Sworn before me this 4th day of February, 1863.

JOHN BALL,
Notary Public for city and county of New York.

Question. Did you see a slip in the newspapers touching this contract?

Answer. My attention was called to a notice in the Express touching this matter.

Question. From whom did they obtain that statement?

Answer. I have no knowledge on that point.

Question. Did you have any talk about this matter with any person connected with the Express?

Answer. I do not know but I might have had, as James Brooks and myself are personally intimate. I do not know that I have, and I would not like to say that I have not.

Question. In that article it is stated that the State agent, and a bank president of this city, sought to retain a large portion of the profits for political purposes. You recollect that part of the paragraph, do you?

Answer. I recollect seeing it.

Question. Do you know of whom the editor got that item?

Answer. I do not.

Question. He did not get it from you?

Answer. I might have talked with Brooks about the case, and about its being a singular one.

Question. It is also stated that the State agent sold those arms to the United States government for three dollars apiece more than they cost him Do you know where that statement came from?

Answer. I do not. I never heard of it before I saw it in that statement.

Question. Do you know whether or not that statement is true?

Answer. I do not know anything about it.

Question. Did the editor, or any person connected with that paper, get that statement from you?

Answer. No, sir. I do not believe any portion of that article has been derived from anything I ever said to any person or persons. I say distinctly that those portions you have mentioned have not.

Question. Do you know of any person who can furnish the committee with information upon either of the main points involved in that article?

Answer. I do not.

Question. That is to say, your own knowledge has been derived solely from the sources you have mentioned?

Answer, Yes, sir, and in no other manner. I have no knowledge from what source any of this information came. I think, in talking to Brooks one night about these army frauds, about the time this suit was commenced, I said something to him about this case, but what it was I do not recollect. I certainly never knew anything about the State agent selling the guns to the government at an advanced price.

Question. About what time was that article published?

Answer. It was not a great while since. That article was not derived from anything I said. The whole latter part of it I never knew anything about until I saw it in the paper.

NEW YORK, *February* 14, 1863.

DAVID R. MARTIN, sworn:

Question. Where do you reside?

Answer. In New York.

Question. What is your business?

Answer. I am president of the Ocean Bank.

Question. Do you know anything of a contract for arms made by the agent of the State of Indiana, Robert Dale Owen, with Mr. Kirkpatrick?

Answer. I do.

Question. Please state all you know about it.

Answer. Mr. Robert Dale Owen, as agent for the State of Indiana, purchased in my presence from a Mr. Kirkpatrick eight or nine thousand Enfield rifles, for $17 85 per gun. J. S. Harvey, treasurer of the State of Indiana, gave Mr. Kirkpatrick a check on the Ocean Bank for the entire amount. That is all I know about it, I believe.

Question. Do you know anything further?

Answer. Nothing pertaining to the guns. As to money matters, I loaned the State the money.

Question. Do you know anything about an agreement or understanding between Owen and Kirkpatrick, or any other person, that any portion of the amount should go for political purposes?

Answer. The thing is impossible.

Question. Do you say you do not know of any such thing?

Answer. I say I do not know of any such thing. It is about as impossible as that the heavens should fall. I know that the guns were purchased in my presence at $17 85 each; and that Mr. Harvey came on here, and in my room gave a check for the guns at that price.

Question. Was there ever any conversation, or understanding, or agreement, or arrangement of any kind, that any portion of the amount should go for political purposes?

Answer. Never in my presence. When I saw that article in the newspapers, I thought the thing was so absurd that I called Kirkpatrick's attention to it. There never was a single cent paid, and the guns were purchased at least for from 50 cents to $1 50 each less than they could have been bought, had I not secured them from Mr. Kirkpatrick before I saw Mr. Owen.

Question. Then you say there was never, to your knowledge, any suggestion of that kind?

Answer. Never. Not the least suggestion or intimation of any such kind or nature.

Question. The money was advanced by you to Mr. Harvey?

Answer. Yes, sir. The bank loaned the State some $250,000, and afterwards Mr. Harvey drew his checks upon the bank for the amount.

Question. Did you receive anything for the advance of the money?

Answer. Only seven per cent. interest. I discounted a note, and when the general government paid back to the State of Indiana the money, less the interest, they came and paid the note, and we made a rebate on the note from the time the note had to run to maturity.

Question. Was Harvey here at the time?

Answer. He was here at the time the guns were paid for, but not at the time they were purchased. Governor Morton telegraphed me to know what 10,000 guns could be purchased for? That was the latter part of August or the first part of September, 1862. I tried the market pretty thoroughly and telegraphed back that they could be purchased for about $20, cash. In his telegram he requested me to go to Schuyler, Hartly & Graham. I feel quite positive that their asking price was $21, but I telegraphed Governor Morton that they could be purchased for $20, cash. Three or four days afterwards

I received a telegram from Gov. Morton asking me if I could lend the State $250,000 for four months, to purchase the guns with? I answered him, "I will: what shall I do?" I received a telegram two or three days afterwards saying, "Robert Dale Owen will be in New York to purchase guns. Consult with him." Mr. Owen called, talked about the guns, and proposed to buy for nineteen or twenty dollars, I forget which. I then stated to him that I had procured the refusal of these guns up to the next day at three o'clock, at $17 85 each. We agreed to meet the man at my office the next day at two o'clock. They did meet, and examined the guns very thoroughly. They were a London-made gun and just such as Owen said he wanted, and without consulting me, he being the State agent, as he said, as to the propriety of purchasing them, he made the purchase at $17 85 each, cash. Mr. Owen preferred to make an arrangement for the money with Winslow, Lannier & Co. He did make an arrangement with them, and they advanced enough to pay the duties on the guns, which was between forty and fifty thousand dollars. Mr. Jessee J Brown came here at that time, expecting to assist Mr. Owen in the money matters; but Winslow, Lannier & Co. declined to advance the money for the purchase of the guns, and they then applied to me, and I advanced the money to pay back to Winslow, Lannier & Co., and all the money to pay for the guns, being in the aggregate from $237,000 to $240,000.

Question. The amount of money you loaned to the State was the amount necessary to pay for the guns at $17 85 each?

Answer. Yes, sir; and the duties on the guns, the expenses of inspecting, boxing, and shipping, &c.

Question. Do I understand you that the duties had to be paid by the State, in addition to the $17 85?

Answer. Yes, sir; I suppose Owen could have gone to Washington and had that remitted, but he did not perhaps think he could, and so the duties were paid. All that, however, was refunded afterwards.

Question. Do you, of your own knowledge, know the amount which was refunded by the government—whether it was the full amount you loaned the State?

Answer. I could tell by my books, but it was for the precise sum, without any interest.

Question. Are you sure that the amount you referred to as the amount you loaned the State, and which the government refunded, includes the duties upon the guns?

Answer. I am quite positive of it.

Question. Do you remember the exact amount of the duties?

Answer. I cannot tell, but I have at the bank the check which I gave Winslow, Lannier & Co for their advances.

Question. Was this purchase of arms made by Mr. Owen for the State of Indiana a good purchase?

Answer. From my knowledge of the gun market, I think they were purchased at least two dollars a gun cheaper than they could have been purchased had I not got the refusal of that lot as I did.

Question. Was there anybody in the market purchasing guns except the general government and the State of Indiana?

Answer. There was a plenty of individuals in the market. I went to a great many places to inquire for guns, and the cry was, "No guns," "no guns." Before the guns were delivered I advanced $75,000, which the party insisted on having, though he was not entitled to a cent before the guns were all delivered. They wanted to break up the contract, and they said they would give twenty dollars a gun to have them delivered back to them.

Question. You derived no benefit whatever from the contract except the interest upon the money you advanced to the State?

Answer. None whatever.

Question. Can you state any reason why Owen did not procure a remission of the duties upon those guns? Did you hear any statement from him explanatory of the reason?

Answer. He merely remarked it would take him some time to do it; that the government would do it eventually in a settlement with the State, though not immediately. That was said in a mere casual conversation.

Question. The only effect of his not doing so was to make it necessary for the State to borrow $40,000 more money than otherwise would have been necessary?

Answer. If the government had remitted the duties, of course the State would not have borrowed that amount of money. I made a difference of the interest upon $40,000 for eighty or ninety days.

Question. If any portion of the money involved in this transaction, either in the purchase of arms or otherwise, was reserved for political purposes, the fact did not come to your knowledge?

Answer. I never heard of it at all.

Question. You made the bargain yourself with Kirkpatrick?

Answer. I got the refusal of the guns from him because of this telegram from Governor Morton.

Question. You had no conference at all upon the subject of this purchase with Mr. Yerby?

Answer. No correspondence. He called to see me, to ask all these questions you are asking me. That was after the purchase was made, and after he acknowledged he had received his commissions. He acknowledged that he had given a receipt for his commissions, but inasmuch as Kirkpatrick had made so much more than he expected he intended to get a share.

Question. To what place were the guns shipped?

Answer. To Indianapolis, direct.

Question. Was there an immediate want of those guns in Indianapolis at that time?

Answer. All I know is the information I obtained from Governor Morton. It was said at the time that they were of very great importance.

Question. Was it necessary that those duties should be paid before you could get the guns?

Answer. The parties who owned the guns had never paid the duties. They would not or could not advance the money, and Mr. Owen had to pay them in order to get the guns.

Question. How long after the purchase was made was it before the government refunded the money?

Answer. About eighty or ninety days. It might have been a little longer.

NEW YORK, *February* 14, 1863.

JOSEPH KIRKPATRICK, sworn:

Question. Where do you reside?

Answer. In New York.

Question. What is your busines?

Answer. I am a general merchant now?

Question. State whether you have had any contracts with the government for the sale of arms since the breaking out of this rebellion.

Answer. I was interested in one contract with the government to supply 26,000 Enfield rifles, which I went to England for. I did not get them in consequence of the troubles growing out of the Mason and Slidell affair. I then went before the commission, composed of Messrs. Owen and Holt, and they cut the contract down to 8,000, which number I delivered. My partner and myself had expended considerable money in connexion with the contract, and I had been to England once. In consideration of these facts, and that we had not failed to perform the contract from any want of energy upon our part, they allowed us to deliver 8,000 guns.

Question. Were they long or short Enfields?

Answer. Long.

Question. At what price?

Answer. Twenty dollars was the original contract price made under Cameron.

Question. When was the contract made?

Answer. On the second of November, 1861.

Question. When were the 8,000 delivered?

Answer. The last of them in July, 1862, and all between May and June.

Question. Is that the only arms contract you have had with the general government?

Answer. Yes, sir.

Question. State whether you have had any other contract for furnishing arms either to the general government or to any of the States.

Answer. The only other transaction I have had was a sale of 8,360 guns to the State of Indiana. That was in September, 1862.

Question. With whom did you make the contract for those arms?

Answer. With Robert Dale Owen.

Question. When were they delivered?

Answer. The delivery commenced upon the commencement of their inspection, two or three days after the sale was made, which was on the 19th of September; but it was three weeks or so before they were all delivered.

Question. What kind of guns were they?

Answer. Long Enfield rifles, made in London.

Question. At what price?

Answer. $17 85.

Question. Did the State pay, or did you pay, the duty?

Answer. The State paid the duty. The guns were in bond.

Question. What was the aggregate of the duties upon the guns?

Answer. I think it was something like $50,000. It may have been more. I think the duty was thirty per cent. upon the original cost, and I forget what that was.

Question. Then the State of Indiana was to pay you $17 85 for them in bond?

Answer. Yes, sir; and get them out of bond the best way they could.

Question. Of course you could only get them out of bond by paying the duty?

Answer. That is all. It had been the rule previous to this for the States to get guns out of bond by getting a free permit from the government; but Owen did not get that.

Question. With whom did you negotiate that contract—with Owen in the first instance, or with some other party?

Answer. It was with Owen entirely. Mr. Martin knew that I was importing guns. While in England I made an arrangement with a house to have them ship guns to me as their agent, and I was expecting guns at that time. I should state that I afterwards sold for those parties 2,000 guns to Captain Crispin, ordnance officer.

Question. Long Enfields?

Answer. Yes, sir.

Question. At what price?

Answer. At $15, with exchange over twenty-three per cent. I do not remember what that was.

Question. About what time was that?

Answer. About the latter part of July, 1862. I arrived home on the first of July, and these guns arrived two or three weeks afterwards.

Question. You then had no definite contract with Martin?

Answer. No, sir. I contracted entirely with Owen.

Question. Was the money you spoke of, $50,000, advanced by Winslow, Lannier & Co. before or after the contract was perfected?

Answer. After the contract with Owen was perfected.

Question. How long was that advance made by that house before the entire amount was paid?

Answer. I should think at least a month. I may be mistaken as to three or four days, but it was in that neighborhood.

Question. Was the money all paid at the same time by the State?

Answer. Yes, by Mr. Harvey, the State treasurer. Mr. Harvey was here and all the papers were fixed up by him.

Question. I understand that this money was paid to you about a month after the contract was made?

Answer. Yes, sir.

Question. What was the object of procuring the advance from Winslow, Lannier & Co. of money to pay the duties on the guns in

advance of completing the contract with you by paying you the amount?

Answer. My contract with Owen was, that as soon as the guns were inspected, he was to pay me for them at the rate of $17 85 each, and that inspection could not be had until after the guns were out of bond.

Question. So the inspection commenced immediately after the guns were got out of bond?

Answer. Yes, sir.

Question. Was Owen himself here all the time these events were transpiring?

Answer. Yes, sir.

Question. What was the exact amount paid you by Mr. Owen, or rather by Mr. Harvey, the treasurer of the State of Indiana?

Answer. I have here an exact copy of the invoice. Mr. Owen deducted from my bill $1,672 for implements which the State had to purchase, which should have been, but were not, with the guns. Here is a copy of the invoice:

NEW YORK, *September* 22, 1862.

STATE OF INDIANA,
Hon. ROBERT DALE OWEN, Agent,

Bought of J. KIRKPATRICK.

8,360 Enfield rifles, at $17 85	$149,226 00
418 cases, containing 20 each, at $2 50	1,045 00
Cartage	53 13
	150,324 13
Deduct for cost of implements under protest, to be referred to Mr. Harvey or Governor Morton	1,672 00

Question. The sum of $150,324 13, less $1,672, deducted, is the exact amount you received from the State of Indiana, through Mr. Harvey, for those guns?

Answer. Yes, sir.

Question. You received it in cash?

Answer. Yes, sir; I received a check upon the Ocean Bank, and got the cash from that bank.

Question. The invoice you have presented is the one upon which the settlement was made?

Answer. The items are exactly as the invoice was that Mr. Harvey took from me in duplicate. I cannot state, of my own knowledge, what he did with the invoice, but he told me afterwards that he was sorry he bought the guns at all, as he was going to turn them over immediately to the government, as the government had made a fuss about the State purchasing guns. He said they did not want State agents to come in and buy guns while the general government was in the market buying.

Question. Did you yourself realize out of that transaction for yourself, and the persons for whom you were acting, Colt's Manufacturing Company, the entire amount of that invoice, or did you pay any portion of the amount by way of commissions, bonuses, or the like, to any other person?

Answer. I realized the difference between what I bought them at, $16 50 each, and what I sold them for, $17 85, less $836, which I gave to Yerby as commissions, using him as a broker, and less also the $1,672 deducted as I have stated above.

Question. Was the $836 the entire amount which was paid out by way of commissions, or bonuses, or the like, in that transaction?

Answer. Yes, sir.

Question. How did you happen to pay that commission?

Answer. Yerby was a sort of commission broker. He knew I was dealing in guns, and came to me to know if I wanted to purchase 10,000, as he said, Enfield rifles, of London make. In the meantime Martin had sent up to me to come down to the bank to inquire whether I had any Enfield rifles coming. He had received letters from Indiana requesting him to get the refusal of guns, as they were scarce in the market. He, knowing that I had been in the gun trade, sent for me to know whether I had any. I told him I had some coming, but did not know whether they would be here in time. The day previous to Owen's arrival Yerby came into the office and wanted to know if I could use 10,000 Enfield rifles, which a man had put into his hands for sale, and of which he had samples in his office. I told him I would look at the samples. I saw them, and saw that they were superior guns, made by a leading house in London, and that they were such guns as Indiana would be likely to buy. I told Yerby I thought I might want them, and told him to retain the samples until I sent for them. The next day I saw Owen, and appointed a time when he was to meet me at the Ocean Bank. He met me there and wanted to see the samples. I sent the samples down, and asked him $18 for the guns. I told him I was satisfied I could get that for them. He wanted to beat me down to a lower price, and I finally told him if he wanted the guns he might have them for $17 85. He examined them for some time and then purchased them. After he had purchased them he said he had heard of that same lot of guns before, and knew them to be a superior lot, and had made up his mind to get them if he could.

I did not know who owned the guns at the time Yerby showed them to me. Yerby would not tell me who owned them. I told him to introduce me directly to the owners of the guns, and I would give him a commission for his trouble. That trouble consisted in showing the samples and introducing me to the owners, and for that I agreed to pay him a brokerage.

Question. And that payment to him was made to carry out the arrangement?

Answer. It was; and he says in his receipt, "in full for my commissions."

Question. Was this interview with Yerby before or after your first interview with Owen?

Answer. The interview as to the amount I was to pay Yerby was after my first interview with Owen, and after I made up my mind that Owen would purchase them at $17 85. I told Yerby I could pay him ten cents a gun. He told me that $16 50 was what he was au-

thorized to sell them for; but I thought that by being introduced to the owners I could do better than that.

Question. Where did you purchase them?

Answer. I purchased them here of the agent of Colt's Manufacturing Company.

Question. Owen said he had heard of this same lot of guns.

Answer. Yes, sir. They had been imported by Colt's company from England under a contract which Colt had with the government. There was some falure upon his part to perform the contract, and the contract was annulled by the government, and the guns had been lying in bond some months; and most gun-dealers knew of this lot of guns, and they had been offered to the government a dozen times. They had been held at $20 or $21. A man by the name of Archer had shown me one of those guns at $18 50; but an agent told me they had held them at $20.

Question. Has Yerby sued you?

Answer. He has.

Question. For what?

Answer. For one-half I made upon the transaction, alleging that he was a partner with me, and saying that I had agreed if he purchased the guns I would give him half the profits.

Question. State whether, in any conversation with Yerby, you said to him that the only amount of commissions you realized was twenty cents on each gun; that although the guns were sold to Owen, or to the State of Indiana, for $17 85, the remainder of the profits over and above $16 50 was reserved by Owen or by other parties for certain purposes in the State of Indiana or elsewhere.

Answer. No, sir; nothing of the kind.

Question. Did you refer, in any conversation with him, to any political motives connected either with the sale of the guns, or the proceeds of the guns, or the profits upon the sale of the guns?

Answer. No, sir.

Question. Then no portion of the money arising from the sale of those guns, or money growing out of the transaction in any way, was retained by either Harvey, the treasurer of the State, or by Owen, or by anybody else, for any political purpose, or any other purpose whatever?

Answer. No, sir.

Question. On the contrary, you realized for your own exclusive benefit the whole amount, except the two deductions you have named?

Answer. I did.

Question. Was any proposition made to you at any time by any person connected with this transaction, either in behalf of the State of Indiana, or otherwise, to make any reservation of pay, of bonuses, or of commissions, except on the part of Yerby himself?

Answer. I never had even a hint of such a thing from any one, or anything which a shrewd man could construe into a hint of that kind. I offered Owen and Harvey, when they were talking about the payment of the money, to give them a check for $1,000, if they would give me back the guns, so that I might sell them to the government. And I would have made money by doing so. They refused to do it,

on the ground that they had made a purchase, and that they were not speculating in guns.

Question. Was there anything in the conduct of Owen or Harvey which showed a want of interest in the State of Indiana, or in the government?

Answer. I thought, for my interest, they were two zealous for the State and government.

NEW YORK, *April* 21, 1862.

WM. BOARDMAN, sworn:

Question. Where do you reside?

Answer. In this city.

Question. What is your business?

Answer. I am a steam-engine builder.

Question. Have you now, or have you had, any interest in vessels sold to the government?

Answer. I had an interest in one ship which was purchased by the government.

Question. What was its name?

Answer. The Santiago de Cuba.

Question. When was she sold to the government?

Answer. I think in September.

Question. What price did the government pay?

Answer. $200,000, I believe.

Question. Through whom was she sold to the government?

Answer. The first I heard of the sale being negotiated was through the president of the company, Juan C. De Mier. It was at his office that I learned that fact.

Question. What did you learn there?

Answer. I learned that he was endeavoring to make a sale through a Mr. Burt, and a gentleman who was associated with him, by the name of Sedgwick.

Question. What Sedgwick?

Answer. I understood afterwards that he was a member of the House of Representatives, but I did not know it at the time. I subsequently learned the fact to be so, because I saw him at Washington.

Question. You knew him to be the Sedgwick of the House of Representatives?

Answer. Yes, sir.

Question. You learned from this De Mier, at his office, that he was negotiating a sale of the vessel through those two gentlemen?

Answer. Yes, sir.

Question. What next occurred?

Answer. We had several interviews at the office—Mr. Burt, Mr. Sedgwick, Mr. De Mier, and Mr. Barault, one of the principal owners—in relation to the sale of the vessel. Captain Cheesman, of the ship, was also there.

Question. What was the nature of the negotiation?

Answer. I do not know that I can state minutely what transpired, as it is some time since the transaction occurred. One question discussed was as to the commissions to be paid on account of making the sale. There was a talk upon the part of Mr. Burt, when Mr. Burt and Mr. Sedgwick were in there at one time, about charging five per cent. commissions.

Question. What was said by Burt, or any one else, touching that point?

Answer. My impression is that Burt said we ought to have five per cent.

Question. Who was "we?"

Answer. Whether he meant himself individually, or whether he meant to associate others with him, of course I did not understand. We relied more upon Mr. Sedgwick than upon Mr Burt.

Question. Why?

Answer. The fact that Burt told me of his position as a member of Congress, also that he was upon the naval committee, gave me to understand that the government would purchase the vessel under almost any circumstances, if Sedgwick recommended it—that is, that we need have no fears but what the ship would be sold. Those were Burt's words.

Question. Where were you and Burt when he told you this?

Answer. He told it to me on two or three occasions—I think, in Mr. De Mier's office.

Question. Who were present?

Answer. I think Mr. De Mier was present, and the captain of the ship.

Question. Did he ever state this to you in the presence of Mr. Sedgwick himself?

Answer. I think not; certainly not exactly those words.

Question. What did he state in the presence of Mr. Sedgwick?

Answer. That there would be no trouble about selling the ship; that if there was any difficulty here about selling her, he and Sedgwick, or that Sedgwick would go to Washington, and negotiate the sale there.

Question. What else was done?

Answer. Mr. Burt, or Mr. Sedgwick, (I cannot say which,) said they would go to Washington, as they had some difficulty about making the sale here to Morgan. Mr. Sedgwick did go, and one or two letters were had from Mr. Sedgwick in regard to the purchase of the vessel by the government, while he was in Washington.

Question. Letters to whom?

Answer. I will not undertake to say, though I saw one of them.

Question. What was the purport of that letter?

Answer. I would not undertake to give the substance of it, any further than to say that it had relation to the ship. I saw the letter in Mr. De Mier's office, but whether it was directed to him or to Burt, I do not know.

Question. What else was done?

Answer. During these different interviews much was said about Mr. Morgan buying the ships.

Question. Was anything said or done with Mr. Morgan about buying the ship?

Answer. I only know the facts I have stated.

Question. Did you ever have any interview with Morgan upon the subject?

Answer. I went there with Sedgwick and Burt after, I think, the bill of sale of the ship was made out and a search for liens against the ship was made, I think, by order of Mr. Morgan. At any rate, Sedgwick or Burt, one or the other, remarked that we had got to satisfy Mr. Morgan as to the title of the ship.

Question. Did either of them have any consultation with Morgan at that time?

Answer. I think Sedgwick had a few minutes' conversation with him, and we all left.

Question. Did Sedgwick have a conversation with him in your presence, or was it by himself?

Answer. I did not hear what was said.

Question. Did you see him in conversation with Morgan?

Answer. Yes, sir.

Question. Did you and Sedgwick and Burt go there for the purpose of completing the sale?

Answer. I do not recollect. If I recollect right, Mr. De Mier was along also; and I think the captain of the ship was along. I think the visit was in reference to perfecting the sale, though I am not positive.

Question. What else transpired?

Answer. When those gentlemen were in the office on one occasion, talking about commissions to be paid, it was remarked by one or the other of them, (whether Burt or Sedgwick, I do not know, but my impression is it was Burt,) that the owners of this ship would have to pay Mr. Morgan two and a half per cent. commission, and there was some discussion as to the merit of his making such a claim, or of his right to do so. It was stated, that although the purchase was not made directly by him, still that he had had considerable trouble about the matter, and no ship could be purchased unless he got his commission of two and a half per cent.

Question. What, if anything, was said about further commissions than the two and a half per cent.?

Answer. They wanted five per cent. for themselves, as I understand the matter, but afterwards they agreed to take two and a half per cent., and I suppose that was paid to them.

Question. Do you know what disposition was made of that two and a half per cent. among the other parties?

Answer. I do not know. I only know that Mr. De Mier told me that two and a half per cent. was to go to Morgan, and two and a half per cent. to the other gentleman.

Question. And from what they had stated previously, the sale of the vessel was effected in that way?

Answer. Yes, sir.

Question. Has she been paid for by the government?

Answer. Yes, sir.

Question. What commissions, if any, have been charged to the company?

Answer. According to a statement rendered to me from Mr. De Mier's office, (whether by him or the principal stockholder of the ship, I do not know,) $10,000 was paid for commissions first on the sale of the ship.

Question. To what persons?

Answer. I cannot say now whether the persons' names were mentioned or not. I can tell by referring to the statement.

Question. What other commissions were paid?

Answer. There was some $5,000, I think, charged by Mr. De Mier.

Question. For what?

Answer. For his aid and assistance, I suppose, in effecting this sale.

Question. Any further commissions?

Answer. A charge of some nine or ten thousand dollars is made by the principal stockholder. The statement rendered does not say what the charge is for.

Question. Then, in all, the commissions charged to the stockholders amount to about twenty-five thousand dollars?

Answer. Yes, sir.

Question. Have you made any inquiry in reference to what these items mean?

Answer Mr. Barault, the principal stockholder, and myself, have had some conversation in regard to that matter. He claimed it as a commission, inasmuch as that the vessel was sold, and he lost his opportunity of making any money out of the agency of the vessel. He was to have had the agency of the Santiago de Cuba if she had continued to run there.

Question. So he charged this $10,000 in order to make up?

Answer. It was nearly $10,000.

Question. Was anything said in your negotiation with Morgan about the price of the ship?

Answer. Never in my presence. I only know what was said from those other gentlemen.

Question. From whom—De Mier?

Answer. I do not know, but Mr. De Mier may have mentioned it. It was in his office.

Question. While he was there?

Answer. Yes, sir.

Question. Is there anything else about the transaction which you can communicate?

Answer. The question came up why Morgan would not buy the ship, and I think the reason assigned was that he had bought another ship about her size at considerable less money, and for that reason he objected.

Question. Objected for paying so much for the ship?

Answer. Yes, sir. And some other matters were talked of.

Question. Was it stated what he would pay for the ship?

Answer. No, sir; I do not think it was.

Question. Was any reason given why he was reluctant to go into the negotiation for the purchase of the ship?

Answer. Something was said about the Van Wyck committee being in session at the time.

Question. What was said about the Van Wyck committee in that connexion?

Answer. He declined to buy upon that account as he would probably be before that committee. This was a conversation made in Mr. De Mier's office, but I would not undertake to say who made the statement.

Question. You said Sedgwick went to Washington. Do you mean to say that he went for the purpose of effecting a sale of the ship?

Answer. I understand that he went upon that business.

Question. More than once?

Answer. I cannot undertake to say whether he went more than once.

Question. From whom did you understand that he went to Washington on that business?

Answer. From Mr. Burt and Mr. De Mier.

Question. Did you hear it from Mr. Sedgwick?

Answer. I think Sedgwick was present at one time, and said he would go to Washington if nothing was done with Morgan, or something to that effect.

Question. Go to Washington for what?

Answer. For the purpose of selling the ship.

Question. Do I understood you to say that you heard Sedgwick say that?

Answer. I think Sedgwick was present when the remark was made, either by Burt or by himself.

Question. What was the remark you heard made, either by him or in his presence?

Answer. That they would go to Washington and effect a sale of this ship. My impression is that either one or both of them were there upon two occasions.

Question. Was anything said in Sedgwick's presence at any time about his official position giving him an advantage?

Answer. I do not know that there was in his presence. Mr. Burt spoke of that upon several occasions.

Question. Do you know of your own knowledge that Sedgwick had any interest, either direct or remote, in the sale of this ship; or did he act as any citizen might for the purpose of enabling the government to get a good ship?

Answer. I do not know that he had one dollar of interest. If he had not I should think it was a very strong friendship upon the part of Sedgwick for Burt—stronger than for the government.

Question. What are the relations of Sedgwick and Burt?

Answer. I do not know. They are both strangers to me. Mr. Burt spoke of him as being his intimate and personal friend, and that he (Sedgwick) should do anything reasonable he should ask him to do.

Question. Burt put it upon the ground that Sedgwick was his friend, and would do anything reasonable?

Answer. Yes, sir; and at the same time, when they were together, Mr. Sedgwick or Mr. Burt would use the plural "we." I do not know that either of these gentlemen ever received a dollar.

Question. The statement you have spoken of, as I understand, shows that somebody received $10,000?

Answer. Yes, sir, the statement shows that.

Question. Does it not show who received it?

Answer. I cannot say, as I have not looked at it for several months.

Question. Will you furnish the committee with a copy of that statement?

Answer. I will.

Question. And make it a part of your evidence?

Answer. Yes, sir.

Question. Who is Mr. Burt?

Answer. I cannot say.

Question. Where does he reside?

Answer. In this city, I think.

Question. What is his given name?

Answer. I do not know.

Question. Is it not Addison M.?

Answer. I do not know.

Question. You understand him to be a lawyer of this city?

Answer. Yes, sir.

Question. Did you ever understand that he had been connected with ship-building, or has been an owner of ships?

Answer. I am not aware that he knows anything about ships, or that he ever owned any.

Question. Then the only possible connexion of these two gentlemen with this transaction was to secure the sale of this vessel to the government?

Answer. That was what they were employed for, as I understand. Whether Mr. De Mier employed one or both of them I cannot say.

Question. When you saw either of those gentlemen at the office of Mr. De Mier, was the other generally present?

Answer. I think I never met Sedgwick there but twice. I met Burt there perhaps six or eight times.

Question. When did you first understand that Sedgwick was a member of Congress, and a member of the Committee on Naval Affairs?

Answer. I think it was upon the second interview I had with Burt, and I think that interview was on the same day that Sedgwick was at Mr. De Mier's office.

Question. Upon what did Burt seem to rely for the sale of that vessel? Was it upon the ground of his relations to the administration and the Navy Department?

Answer. No, sir. I judged from his conversation that he relied wholly upon Mr. Sedgwick, for when there were some delays, and Mr. Sedgwick was out of town, Burt seemed to be quite uneasy about it.

Question. How long was this matter pending before it was finally consummated?

Answer. It was some weeks before the money was coming.

Question. But I mean from the time the negotiation was entered upon until the time it was consummated.

Answer. I should think two or three weeks.

Question. Do you understand that Burt and Sedgwick are intimate personal friends?

Answer. I understood from Mr. Burt that they were very strong personal friends.

Question. Did you understand that Burt was speculating upon the personal friendship of Sedgwick in order to effect a sale of this vessel and put the amount of money into his own pockets?

Answer. I do not know. I can only judge from the manifest interest.

Question. Could not that interest be accounted for from the personal friendship which existed between them?

Answer. It might be. I have myself done more than that for a friend, in the way of spending time, and putting myself out, &c. Mr. Burt states in his testimony before this committee that he kept all that money himself. All he pretended to charge us, I understand, was two and a half per cent.; so I think we must be entitled to a return commission of two and a half per cent.

The witness was recalled after the examination of Mr. De Mier, the next witness, and testified as follows:

Question. You say you saw one letter of Sedgwick?

Answer. Yes, sir.

Question. Where did you see it?

Answer. In Mr. De Mier's office. It was in relation to the sale of the ship, but the substance of it I cannot now state, as it has been so long since I saw it.

Question. You have heard the statement of Mr. De Mier, that no letter from Sedgwick was addressed to him?

Answer. I have.

Question. You still insist that you saw a letter in De Mier's office, written by Sedgwick, either to Mr. De Mier or to Burt?

Answer. Yes, sir, purporting to be written by him. I do not know his handwriting, of course.

NEW YORK, *April* 21, 1862.

JUAN C. DE MIER sworn:

Question. Where do you reside?

Answer. I reside in this city.

Question. What is your business?

Answer. I am in the commission business.

Question. Have you any interest in any vessels which have been sold to the government?

Answer. I had an interest in the Santiago de Cuba.

Question. Relate the circumstances connected with the sale of that vessel to the government.

Answer. We sold the vessel to the government through A. M. Burt, as agent.

Question. Did you have any negotiation with any other gentleman?

Answer. We did not employ any other gentleman than Mr. Burt, but Mr. Burt took the first day there or the second (I will not endeavor to say which) Mr. Sedgwick, a member of Congress. Mr. Burt did not state in the transaction that he was going to make the negotiation with Mr. Sedgwick.

Question. You think that the second time Burt came there he brought Sedgwick with him?

Answer. Yes, sir.

Question. Was anything said between you and Burt about Mr. Sedgwick before he came there?

Answer. No, sir. Mr. Sedgwick has been in my office once, and no more, during all this transaction.

Question. Had he been in your office before this?

Answer. No, sir.

Question. When he came there, by whom was he introduced?

Answer. He was introduced by Mr. Burt.

Question. Had Sedgwick any business in your office?

Answer. No, sir. He was introduced to me with other gentlemen. Mr. Barault, Mr. Boardman, the captain of the vessel, and myself, were present.

Question. Had you ever any conversation with Sedgwick?

Answer. We had a conversation about the price of the vessel. We wanted $200,000 net.

Question. What was the conversation with Sedgwick?

Answer. I had no conversation with Sedgwick himself. He listened to us. I do not believe he opened his lips in the office.

Question. What occasion had he to be in your office without opening his lips?

Answer. Mr. Burt spoke all the time.

Question. Did Burt say anything to you in reference to Sedgwick?

Answer. Mr. Burt spoke, after Mr. Sedgwick left, of his influence in Washington.

Question. What did he say about Sedgwick's influence?

Answer. He said Mr. Sedgwick was a particular friend of his, and that he would be able to make a sale of the vessel better than anybody else in New York.

Question. Did he say in what manner Mr. Sedgwick could do it better than anybody else?

Answer. He said only that his position and his friends enabled him to get a sale effected.

Question. Did he explain that position?

Answer. No, sir; he did not. He only said he was a member of Congress. I did not know that before. When Mr. Sedgwick was at our office I did not know who he was.

Question. Mr. Sedgwick did not stay as long as Burt?

Answer. No, sir.

Question. How long did he stay?

Answer. He may have been there ten or fifteen minutes, perhaps half an hour.

Question. Without saying a word while there?

Answer. Yes, sir.

Question. Listening to a conversation between you and Burt?

Answer. Yes, sir, and the other gentlemen.

Question. Was that conversation about anything else except the sale of the vessel?

Answer. No, sir.

Question. Was anything said about a commission on the sale while Sedgwick was there?

Answer. After we had spoken of the price of the vessel, (we wanted to get $200,000 net, and we were making strong efforts to get it,) finding we could not succeed in getting our price, we agreed that we would take $200,000, and give Burt five per cent. commission upon the sale, to be divided, we understood, with Mr. Morgan.

Question. How—equally?

Answer. I supposed two and a half per cent. to each.

Question. Was anything said about anybody going to Washington?

Answer. Mr. Burt engaged himself to go to Washington and try to negotiate this transaction.

Question. Did he go to Washington?

Answer. He did. I do not know whether Mr. Sedgwick went with him or not.

Question. Did you see any letter from Mr. Sedgwick?

Answer. I had two or three notes from the Assistant Secretary of the Navy, but no letter from Mr. Sedgwick.

Question. Have you those notes now?

Answer. I believe they were telegraphic despatches. I may have one or two. They were from the Assistant Secretary of the Navy, Mr. Fox.

Question. Did you have any letters?

Answer. I did not.

Question. Did you not see any letter from Mr. Sedgwick?

Answer. No, sir.

Question. What did Fox say in his telegraphic despatches?

Answer. He asked, before the sale of the vessel was effected, whether she had some requirements which the department wanted a vessel to have, adapted to the purposes of war. In another despatch he inquired whether I was a citizen of the United States; how this property was held; who where the owners of the vessel; and whether we were loyal citizens of the United States.

Question. Those despatches were addressed to you?

Answer. Yes, sir, as president of the company.

Question. You say Fox telegraphed to you to know whether you were a loyal citizen or not?

Answer. Yes, sir.

Question. Before he would effect a sale?

Answer. Yes, sir.

Question. Where was Burt when these telegraphic despatches were received?

Answer. He was in New York.

Question. Was any mention made of Sedgwick in any of those despatches?

Answer. No, sir; never.

Question. You never knew of Sedgwick going to Washington upon this business?

Answer. He may have gone.

Question. You do not know of his going?

Answer. I could not swear that he went for that purpose.

Question. Did you go to Morgan's office with Sedgwick?

Answer. I went there with Boardman and the captain of the vessel.

Question. Was Sedgwick there?

Answer. No, sir.

Question. Was he there during the time?

Answer. No, sir. I understood that Sedgwick went there afterwards with Boardman, the captain, and Burt. I saw Morgan only half a minute at that time. He was very busy.

Question. Why was Morgan to have two and a half per cent. if you effected a sale with the Navy Department?

Answer. I do not know.

Question. Did Morgan do anything?

Answer. We understood we could not effect a sale unless we paid two and a half per cent. to Morgan.

Question. Through whom did you effect a sale?—through what government agent?

Answer. Through Mr. Morgan.

Question. Morgan agreed to take the vessel?

Answer. Morgan gave us the assurance that the vessel was bought.

Question. Do you know whether it was with Morgan or Fox that it was done?

Answer. I cannot say, indeed.

Question. Did you pay the $10,000?

Answer. I did.

Question. To whom?

Answer. To Burt.

Question. How long ago?

Answer. I cannot tell exactly the day. It was very likely the same day I received the money from the government.

Question. About how long ago?

Answer. It was some time ago. It was very soon after the sale of the vessel.

Question. Can you tell about when that was?

Answer. It was immediately after the receipt of the money.

Question. Have you paid any other money for effecting that sale?

Answer. No, sir.

Question. Has there been any other charge made against the company by any one?

Answer. One of the stockholders (Barault) had charged the company eight or nine thousand dollars (I do not know exactly how much) for his own services during all the time the steamer had been running, and for compensation for loss of commissions as agent in Cuba.

Question. Did you make any charge?

Answer. Yes, sir.

Question. How much?

Answer. Two and a half per cent.

Question. For what?

Answer. For the sale of the vessel.

Question. When Sedgwick came to your office with Burt, was there any statement made by Burt why Sedgwick came with him?

Answer. No, sir.

Question. Did Sedgwick ask any questions?

Answer. He did not.

Question. Did he make any remarks?

Answer. He did not.

Question. Do you mean to say that all the time he was there he did not open his mouth?

Answer. He did not.

Question. Who was present?

Answer. Mr. Boardman, Barault, the captain of the steamer, and myself.

Question. Was it at that time that it was agreed that Burt should have two and a half per cent., and that two and a half per cent. should be paid to Morgan?

Answer. We did not agree to two and a half per cent. being paid to Morgan; we only agreed to pay five per cent. to Burt. How much one was to have and how much the other we did not know. He did not say how much he was to pay Morgan.

Question. That is, Burt did not?

Answer. He (Burt) did not. We knew that no sale had been made in New York without paying two and a half per cent. to Morgan.

Question. Did Morgan say anything to you about two and a half per cent?

Answer. Never.

Question. Do you know whether he has got it or not?

Answer. I do not.

Question. Have you seen Burt to-day?

Answer. Yes, sir.

Question. At what time?

Answer. About one o'clock.

Question. Before you were summoned?

Answer. It was when I was summoned.

Question. Have you seen him since?

Answer. No, sir.

Question. Have you had any conversation with him about this matter?

Answer. No sir.

Question. What was Burt doing there?

Answer. He had some brokerage business with me.

Question. What was it?

Answer. A transaction in reference to some notes.

Question. He was in your office when you were summoned?

Answer. Your summons found me at one o'clock, and I was summoned right away.

Question. Mr. Burt was there at the time?

Answer. Yes, sir.

Question. Have you seen him since?

Answer. No, sir.

Question. Have you been in his office since?

Answer. No, sir; he was in mine.

Question. Since you were summoned?

Answer. No, sir. He was in my office when the summons arrived there.

Question. How long did he stay?

Answer. Ten minutes.

Question. Did you and he have any conversation about this matter?

Answer. No, sir. I gave him a check for $9,000 for some notes discounted.

Question. Was the sale of this vessel the first business transaction between you and Burt?

Answer. No, sir; I had transactions with him before, and have had a good many since.

Question. How long has Burt lived in this city?

Answer. He has resided in Richmond as secretary of a car spring company there. I am not sure that it is a car spring company, but it is something of that kind. After the civil war broke out he left that place, and he has been here in business.

Question. Is this his first residence in this city?

Answer. His wife lives here, and has for many years, I believe.

Question. Had you, or any member of your company, any acquaintance with Sedgwick before that transaction?

Answer. No, sir.

Question. Can you account in any way for his presence at your office at the time when you were negotiating for the sale of the Santiago de Cuba?

Answer. I account for it in this way: Burt wished to assure us that he was able to make a sale; we had been trying for two or three months to effect a sale through Morgan, before this transaction, and we could not succeed; and when this Burt came along he said he could effect a sale, and to show that he could, he brought Sedgwick to the office to show that he had some friend by whom he would be able to do it.

Question. That was the object then which induced him to bring Sedgwick with him?

Answer. Yes, sir.

Question. How did you learn, and when did you first learn, that Sedgwick was a member of Congress, and chairman of the Committee on Naval Affairs?

Answer. It was after Sedgwick left the room.

Question. On the same occasion?

Answer. Yes, sir.

Question. Did Burt assure you in Sedgwick's presence that he would aid you in the sale?

Answer. He said he could count upon Mr. Sedgwick as a personal friend.

WASHINGTON, *May* 16, 1862.

ADDISON M. BURT sworn:

Question. When you were before this committee on the 5th day of October, 1861, you mentioned your connexion with the sale to the government of the steamer Santiago de Cuba. Please state how long before the vessel was sold to the government you became connected with the agency for her sale.

Answer. Some time in August, I think. I do not remember exactly, but my best recollection is that it was not far from the tenth or fifteenth of August, when I entered upon the matter.

Question. Was the vessel a new one?

Answer. Yes, sir; she had made only one voyage to Cuba and back.

Question. To whom did you first propose to sell the vessel to the government?

Answer. To Mr. Pook, naval constructor at New York.

Question. Who else did you apply to with a view to a sale?

Answer. Mr. Morgan. When I called upon Pook the second or third time, I learned from him that Mr. Morgan had the purchasing of vessels.

Question. What induced you to call upon him?

Answer. I found Mr. Pook, the second or third time I saw him, in Mr. Morgan's office, but I did not know he was there until I went there.

Question. You did not meet Pook by any previous understanding?

Answer. My first application to Pook was at his lodgings. He then told me to make a memorandum, giving a description of the vessel, and leave it at his place, No. 54, I think it was, Exchange Place. I did so, and the next day left the memorandum on his desk in the office, nobody being in but a boy. The next day I went to the office and found him there. He said he had received my memorandum, but he turned me over to Mr. Morgan, whom I saw then for the first time; and then for the first time, also, I learned that he had the purchasing of vessels. From that time I conducted my negotiations with him. I saw him several times for a space, I should say, of a week or more. While this was going on, my brother and Mr. Sedgwick, a member of Congress, called at my house to make a friendly visit. They did not know anything of what I was about, but I told them in the course of our conversation. My brother remarked that Mr. Sedgwick was chairman of the naval committee of the House—which was news to me, as I did not know it before—and that Mr. Sedgwick could probably assist me in selling the vessel. Mr. Sedgwick said if the vessel was such a vessel as the government wanted, and it could be had for a fair price, very likely the government would buy her, and that he would do what he could to assist me consistently with propriety, or something of that kind. The idea was that if the government wanted the vessel and she could be had for a fair price, he would help me all he could. That was the first time I saw Mr. Sedgwick about it, and the first time he ever heard anything about it. He wrote, at my request, a letter to the Navy Department,

giving substantially the same description of the vessel I had given to Mr. Pook, and saying that if such a vessel was wanted by the government, I was authorized to sell her. I think that was about the substance of the letter. I think, after that, I had some correspondence with the Navy Department myself. From that time until the negotiation was closed I had correspondence with the Navy Department, and negotiation with Mr. Morgan, both ; and I am not able to say with certainty which of them bought the vessel, or whether either of them had any exclusive part in it. My impression, however, is that the transaction was with the Navy Department directly, and Mr. Morgan evidently regarded it so, because he voluntarily told me he did not demand any commission ; and I therefore concluded that he did not consider himself a purchaser of the vessel, for in every case, so far as I could learn, he had demanded a commission where he had purchased a vessel. I am therefore of opinion that I sold the vessel to the Navy Department, and not to Mr. Morgan.

Question. In the memorandum you furnished to Mr. Pook you described the vessel and indicated the price, did you? and if so, what price?

Answer. I do not remember that I mentioned the price in that memorandum. I think I did not.

Question. In your conversations with Pook, what price did you put upon the vessel?

Answer. I never put a price upon it to Pook. I did with Morgan.

Question. What price?

Answer. I first fixed the price to Morgan at $250,000.

Question. How long after your first interview with Morgan were your negotiations confined to him?

Answer. I should say five or six days.

Question. What was the lowest price at which you offered the vessel to Morgan while negotiating with him?

Answer. I do not remember naming any figure lower than $250,000; but I did tell him she could probably be had for less if the government wanted her.

Question. Did he mention any price the government would be willing to pay?

Answer. No, sir.

Question. Had the vessel been examined by Pook, or any other officer of the navy, prior to the termination of your negotiation with Mr. Morgan?

Answer. No, sir ; not between the commencement and termination of my negotiation with him. But she had been examined by Delano, naval constructor at the navy yard in Brooklyn, and by the chief engineer, and their certificate was on file in the Navy Department at that time.

Question. Had that examination been had in view of this negotiation?

Answer. No, sir ; but of some previous one.

Question. Who had, before that time, been proposing to sell the vessel to the government?

Answer. I do not know. It must have been the owners.

Question. You were not, then, the first person engaged in the negotiation for the sale of that vessel?

Answer. I am not able to answer that question. I was the first one I know of.

Question. Did you understand that other persons had been seeking the sale of the vessel?

Answer. I understood from Mr. De Mier, the president of the company, that he, or somebody else, had had that examination made.

Question. Did you understand at what price he, or whoever else was acting for him, had offered the vessel to the government?

Answer. No, sir.

Question. What price did Mr. Morgan mention himself as the sum he was willing to pay for the vessel?

Answer. He never mentioned any sum. He never made me an offer.

Question. What was the reason you did not follow up and consummate the bargain with Morgan himself?

Answer. Because, after giving me some encouragement, he finally checked me off because I was not the owner of the vessel. He finally told me he would only deal with owners, and I understood that to mean that he would not forego his commission or divide it with me.

Question. Did he give you any other reason?

Answer. He did not give me that reason at all. He simply said he dealt only with owners. I, however, understood what that meant.

Question. Is your recollection clear that Morgan himself never mentioned any sum he was willing to pay for her?

Answer. He did not name any sum to me, I am certain.

Question. Did he to De Mier?

Answer. I do not know.

Question. Did you learn from De Mier, or anybody else, that Morgan did designate any sum he was willing to pay?

Answer. No, sir.

Question. Did you understand at any time from Morgan that another reason for not consummating that trade was that his mode of purchasing was the subject of some scrutiny, and that he did not care to be engaged in the purchase of the vessel?

Answer. No, sir; he never told me anything of that sort. After the bargain was closed he told me he would not have paid that price for the vessel, because he thought he could have got her for less. I replied that he could not have got her for less; that he was mistaken about that.

Question. How long was it after Morgan told you he would deal only with owners that you saw Sedgwick?

Answer. Perhaps four or five days; I do not remember exactly.

Question. Where does your brother reside?

Answer. In Syracuse.

Question. Where was Sedgwick's residence?

Answer. At Syracuse. He and my brother were in New York, and came to see me in the evening. I did not expect them, and they took me quite by surprise.

Question. You had a previous acquaintance with Sedgwick?

Answer. Yes, sir; I have known him for many years, and was very intimate with him, and am still. We were brought up in the same county—my brother also.

Question. State any of the reasons which you gave to the owners of this vessel, or to the president of the company owning her, of your ability to make a sale of the vessel to the government, and of the agencies you might fairly make use of to accomplish that purpose.

Answer. I told them in the beginning that I was acquainted with some officer who had the purchasing of vessels—alluding to Mr. Pook. I did not mention his name. I began my negotiation upon the strength of that, and up to the time when Mr. Sedgwick called at my house with my brother I do not think I had anybody else in view. After I got Mr. Sedgwick to write me this letter to the department, and get an answer to it, I told the owners of the vessel what I had done; that I had got such a letter written; that we had got an answer to it; that we had opened a negotiation with the department directly, and that I had no doubt I could sell the vessel to the government if we could satisfy them that she was a good vessel and the price reasonable.

Question. What was the substance of the answer you received from the department?

Answer. It was an order to Mr. Pook or to Mr. Morgan, I forget which, to examine the vessel and report to the department. That was about all there was in it. I regarded that as an expression of their willingness to buy the vessel, if she was a suitable one and cheap enough. I got a carriage and drove Mr. Pook up to the vessel. He examined her and made a report to the department, and, as I said before, there was considerable negotiation with Morgan, and correspondence with the department, which extended over a period of three or four weeks.

Question. Did the report of Pook indicate what was the value of the vessel?

Answer. No, sir. He simply reported her build, her capacity, &c. I also got a copy of the previous report made by Delano and the engineer of the navy yard.

Question. Had not that been filed in the Navy Department?

Answer. It had been, and the Assistant Secretary got it out and examined it. I do not remember the particulars of the matter, as it was as long ago as last August or September, but the result of it was that at the end of three or four weeks' negotiation the vessel was bought for $200,000 and the money paid. My impression was, at the time of the sale, that the Navy Department bought her.

Question. When did Mr. Sedgwick first accompany you to the office of the gentleman interested in the sale of the vessel?

Answer. I do not remember.

Question. How long was it after this first interview with him at your own house, and after he wrote that letter?

Answer. I do not remember, but my impression is that it was when he was in New York the next time after that—a week or ten days afterwards.

Question. What was his object and yours in making that visit, and who were present?

Answer. His object was to accommodate me. My object in taking him there was this: the owners of the vessel had never believed that I could effect a sale. They told me repeatedly it never could be done except through Mr. Morgan, and that I must make terms with him, or all my labor would be in vain, as no vessel never had been sold except through Morgan, and none ever would be. And more than that, they had an offer from the War Department to charter the vessel at $900 a day, and most of the owners were disposed to accept, and I was very much afraid I should lose the opportunity to sell the vessel, and thereby lose my commissions, which I was very anxious to secure. The captain of the vessel also, a man by the name of Cheeseman, had previously said to me that if the vessel was sold he would be sold out of place, and he wished me to get him a berth upon the ship from the Navy Department—that I should get him appointed as other merchant captains had been appointed to go to sea in government vessels. And I had previously spoken to Sedgwick about that, recommending the captain as a suitable man, and I got Sedgwick to go with me to De Mier's counting-house, with the double purpose of introducing Captain Cheeseman to him, and to satisfy Mr. De Mier and the other owners that I probably had the means of selling the ship if they would give me time. That was my motive.

Question. You intended to convey the idea to them, and properly too, that you expected to effect a sale through the instrumentality of Sedgwick?

Answer. Not exclusively; but that I had such a friend as would secure me the ear of the department, so far as necessary to make them understand our merits, and to give the necessary attention to the ship to know whether she was such a ship as they wanted to buy, and to buy her if she was?

Question. Did Mr. Sedgwick go with you to the same counting-house more than once?

Answer. No, sir.

Question. You did not meet Mr. De Mier and the owners of the vessel with Sedgwick, except at that time?

Answer. No, sir. Two or three of the owners of the vessels were there at that time. I did not go by appointment to meet them. Sedgwick went at my request. He only staid a short time, and did not say much. He, in fact, only went at my request to enable me to get a little time, as they were about to give up the idea of sale and accept the charter. They said the charter was a certainty, and the sale an uncertainty.

Question. Did you meet Sedgwick at Morgan's?

Answer. Sedgwick also went with me to Morgan's.

Question. Was that before or after the visit to Mr. De Mier?

Answer. I do not remember.

Question. In that visit to Morgan, was the price of the vessel mentioned?

Answer. I think it was. I think $200,000 was mentioned as the price at which the vessel would be sold.

Question. What reason did Morgan then give for not negotiating the purchase?

Answer. I do not know that he gave any.

Question. What was the object of that visit, if you were opening negotiations directly with the Navy Department?

Answer. The Navy Department referred me from time to time to Morgan to give them information about the ship. There seemed to be some little cross-purposes between the department and Morgan as to which should decide the matter about the sale. Morgan did not want to do it, and the Navy Department seemed to think, as he was put there for the purpose of buying vessels, that he should do it.

Question. What suggestion did Mr. Sedgwick make upon the subject when he was with you at Morgan's office?

Answer. I do not remember that he said anything more than that if she was a suitable vessel for the government to buy, such a vessel as the government wanted, and the price was reasonable, he would like to have them buy her of me.

Question. Mr. Sedgwick was aware that you were not the owner of the vessel?

Answer. He was aware that my object was to make a commission. He knew I needed it. He knew my business in Virginia and North Carolina had been entirely ruined by the rebellion, and that I needed the money.

Question. Did you come to Washington city?

Answer. I did.

Question. More than once?

Answer. Only once. Mr. Sedgwick came with me at my request, and introduced me to the Navy Department.

Question. Was that before or after his letter was written?

Answer. After; for his letter was the first thing he did in the matter.

Question. How long was it after the letter was written that he came here with you?

Answer. About two weeks.

Question. Was the trade effected at that time?

Answer. No, sir. I think it was not completed for ten days or two weeks after that.

Question. Was the price talked of and agreed upon at that time?

Answer. It was talked of, but I do not know that it was agreed upon. The sum of $200,000 was canvassed, and I remember of using this argument to the Assistant Secretary of the Navy, that Mr. Morgan had just bought the Connecticut for $200,000, and she was not as good a ship as the Santiago de Cuba.

Question. Was there any evidence furnished to the Navy Department as to the cost of the vessel?

Answer. Not that I am aware of. I got a certificate from Delano, the naval constructor at Brooklyn navy yard, certifying, among other things, that the vessel was worth, in his opinion, from $190,000 to $200,000; I had his certificate to that effect, and I sent it or brought it to Fox.

Question. How long did you and Sedgwick remain in Washington upon that visit?

Answer. I think about two days.

Question. Did you visit the Secretary of the Navy or his assistant more than once?

Answer. Yes, sir. I was there two or three times.

Question. After your visit to Washington city, had you any further correspondence with the Navy Department until they notified you that they had purchased the vessel?

Answer. Yes, sir. Most of the correspondence was conducted by telegraph. I think there were not more than three or four letters in all.

Question. What passed between you and the government after your visit here, before they notified you that they would take the vessel at $200,000?

Answer. I had several despatches from Mr. Fox, and I remember that one of them demanded a sworn list of the owners of the vessel. It was directed to Mr. De Mier, but sent to my address. I got it and showed it to Mr. De Mier.

Question. It was a simple demand for a sworn list?

Answer. I understood it to be an inquiry whether any of the owners were secessionists. I had a list made out, and appended to it was an affidavit which Mr. De Mier swore to, that the owners were all loyal citizens, and that no secessionist or secession sympathizer had any interest in the vessel.

Question. What other despatch did you have from Fox?

Answer. Another was an inquiry whether the diagonal iron bracings of the ship came up above the main deck; because if it did she could not be well pierced for guns, for cutting them away would weaken the vessel.

Question. You answered that inquiry in the negative, did you?

Answer. Yes, sir.

Question. Do you remember any other despatch?

Answer. I do not.

Question. Did the department refer you at all to Morgan to fix upon the price; and whether they did or not, what interviews had you with him after the time you and Sedgwick called upon him?

Answer. It is impossible to remember; there were a great many of them.

Question. Did Mr. Morgan himself ever accede to the price which you asked, ($200,000,) or recommend the government to make the purchase?

Answer. I think he did say she was a good vessel, and suitable for the government in every way. He told me, in fact, that she was a first-rate vessel, and the only reason why he himself would not conclude the purchase was that he thought he could buy her for less money—that is, he did not mean to close the bargain until we would reduce the price, which we were determined not to do.

Question. Did Sedgwick write to any person, in connexion with the vessel, more than the one letter you have alluded to?

Answer. I do not think he did.

Question. Did you make more than one visit to this city?

Answer. No, sir.

Question. The government finally notified you that they would take the vessel at $200,000?

Answer. Yes, sir.

Question. From whom did you receive that notification?

Answer. I think from the Navy Department in Washington.

Question. You stated in your former testimony the commissions you were to receive. Please repeat your statement upon that point.

Answer. When I began the negotiation there was a simple understanding between Mr. De Mier and myself that if I sold the vessel I I should have a commission, no amount being specified. After the negotiation had gone on a while, and perhaps it was half concluded, we agreed upon the rate. It was finally fixed at five per cent.

Question. Was it before or after the interview between you, Sedgwick, and De Mier, that the commission was fixed?

Answer. It must have been afterwards, because the negotiation was half finished before that, I think.

Question. To whom was the letter, in answer to the one from Sedgwick, addressed by the Navy Department?

Answer. I cannot remember whether it was to me or to Morgan. I am inclined to think it was to Morgan, because the substance of it was an order to have the vessel examined.

Question. Mr. Morgan volunteered to tell you he would not take a commission?

Answer. Yes, sir.

Question. Did he receive any commission in that transaction?

Answer. Not to my knowledge. I did not pay him any, and I do not believe he got any.

Question. Your commission in the transaction amounted to $10,000?

Answer. Yes, sir.

Question. Did any person divide with you those commissions, or any portion of them?

Answer. Yes, sir.

Question. Who?

Answer. My brother.

Question. An equal part to each of you?

Answer. Yes, sir; I gave my brother $5,000.

Question. When did your brother first become aware of the fact that you were negotiating the sale of that vessel?

Answer. The evening he and Sedgwick called upon me.

Question. Did he or you further divide any portion of those commissions with any other party?

Answer. I did not, and I have no knowledge that he did, except that he told me afterwards that for that and previous services rendered by Sedgwick he had paid his travelling expenses—had given him a hundred dollars to pay his travelling expenses, and some previous assistance Mr. Sedgwick had rendered him.

Question. In connexion with what business?

Answer. An attempt to sell some boats which belonged to a company of which my brother was president, on Lake Ontario. He

wanted to sell them to the government, but he found, on application to the Navy Department, that they were not such boats as the department wanted, and he relinquished the attempt.

Question. Did you understand from your brother that any other person shared with him any part of that $5,000?

Answer. No, sir; and I do not think any one shared it with him. The money transactions of myself and brother are mostly upon joint account.

Question. It was before this transaction that Sedgwick was connected with the negotiation for the sale of the lake vessels

Answer. I believe so; I do not know of any subsequent transactions.

Question. What part did your brother take in negotiating the sale of this vessel?

Answer. Not a very active part. He went with me once or twice to see Mr. De Mier, and gave him assurances that if he would give me time I could sell the vessel. He was very anxious, as I was, that I should not lose the sale of the vessel. But I did not divide the money with my brother because he had earned any portion of it in connexion with this transaction; it related to other transactions altogether. Sometimes I am indebted to him, and sometimes he to me, more frequently the former; and in fact I know I was indebted to him at that time.

Question. Did the captain of the vessel get an appointment?

Answer. Yes, sir.

Question. What appointment?

Answer. I think that of acting master. At all events he has been upon the vessel during all her cruise, and I think he is yet.

Question. Through whose recommendation was the appointment made?

Answer. Mine and Mr. Sedgwick's, I think.

Question. Was this captain interested in the vessel at all?

Answer. I do not know. It was a mere friendly act upon my part towards him, as also upon the part of Mr. Sedgwick. It was no part of the original bargain that I should get him an appointment from the Navy Department.

Question. How often did Sedgwick come here for your brother?

Answer. I never heard of his coming here more than once; he might have done so; I never inquired into the matter at all; all I know is, that they told me that evening that they had been trying to sell the Ontario steamboats to the government, but that the government would not take them because they were not such as they wanted.

Question. So that so far as you are informed the sum paid to Sedgwick is one hundred dollars for the two trips?

Answer. I believe that is all that was ever paid to him.

Question. When was it first understood that your brother should be interested with you in the commission growing out of this sale?

Answer. There was no special understanding in regard to it; the division was made under an understanding which applies to nearly all our transactions; we are conjointly interested in nearly everything. I would like to say a word in relation to one portion of Mr. De Mier's

testimony. He testified that I resided in Richmond. I would say, that although I was engaged in business in Virginia and North Carolina for six or seven years prior to the rebellion, I have never changed my residence from New York.

The following is a copy of the correspondence between the Hon. Charles B. Sedgwick and the committee on government contracts in reference to the steamer Santiago de Cuba; the first letter being in reply to a request of the committee to know whether he (Mr. Sedgwick) desired to have any witnesses examined by the committee in reference to the subject referred to:

HOUSE OF REPRESENTATIVES, *July* 10, 1862.

SIR: I desire to examine, in the matter of the sale of the Santiago de Cuba, the following witnesses:

E. Downer, Syracuse, New York; O. T. Burt, Syracuse; M. Delano, naval constructor, New York; Geo. D. Morgan, New York; Commodore Bell, Mississippi flotilla; Commodore Paulding, navy yard, New York.

I am, very respectfully, yours, &c., &c.,

C. B. SEDGWICK.

Hon. E. B. WASHBURNE, *Chairman, &c., &c.*

HOUSE OF REPRESENTATIVES, *January* 5, 1863.

DEAR SIR: I am directed by the committee on government contracts, of which Hon E. B. Washburne is chairman, to inquire of you whether you desire to be examined before said committee, or to have examined by them any witnesses, in reference to the circumstances connected with the sale to the government of the vessel Santiago de Cuba. An early answer is desired.

Your obedient servant,

THEO. F. ANDREWS,
Clerk to Committee.

Hon. CHAS. B. SEDGWICK.

HOUSE OF REPRESENTATIVES, *January* 12, 1863.

MY DEAR SIR: In reply to your note, I would say that I regret that the committee have not taken the testimony of the several witnesses whose names were furnished by me near the close of the last session. If, after the evidence of those witnesses is taken, I shall find that any explanation is necessary, I shall be happy to attend before the committee; but I presume they can give all the information necessary.

I am, very truly, yours, &c., &c.,

C. B. SEDGWICK.

THEO. F. ANDREWS, Esq., *Clerk, &c.*

HOUSE OF REPRESENTATIVES, *January* 13, 1863.

DEAR SIR: I am directed by the committee on government contracts to inquire of you what you propose to prove by the witnesses named in your note of the 10th of July, 1862, inasmuch as said witnesses are at a distance and not easily procurable; and the committee cannot without such information determine the necessity or propriety of summoning them, keeping in view the testimony which has already been taken in reference to the subject-matter of the examination. An early answer is desirable

Your obedient servant,

THEODORE F. ANDREWS,
Clerk to Committee.

Hon. C. B. SEDGWICK.

HOUSE OF REPRESENTATIVES, *January* 14, 1863.

SIR: In reply to your note of yesterday, I have to say that when a copy of the testimony in regard to the purchase of the Santiago de Cuba was handed me near the close of the last session, I thought it would be necessary, to a full understanding of the facts of the case, that the witnesses should be examined whose names I furnished. I have not examined that evidence since, and it would require a careful examination and analysis of it to state what bearing the evidence of those witnesses would have upon it.

I desire to conform to the usages of the committee, and beg leave to inquire if it is usual in such cases to call upon persons for a statement of what they expect to prove by witnesses who are supposed to have knowledge of the subject-matter of the inquiry.

I would also like to be informed whether your committee propose to found upon the testimony taken any charge or accusation against me; and if so, what it is specifically, as I may desire in that event to cross-examine the witnesses already produced, and to examine others besides those already named.

I am, very respectfully, yours, &c.,

C. B. SEDGWICK.

THEO. F. ANDREWS, Esq., *Clerk, &c.*

HOUSE OF REPRESENTATIVES, *Feb.* 16, 1863.

DEAR SIR: I am directed by the committee on government contracts to say, in reply to your communication of the 14th ultimo, that it has not been the practice of the committee to call upon parties implicated in testimony taken before them to furnish testimony to the committee; but the committee deem it proper, when witnesses are requested to be subpœnaed before them, that they should have a statement of the facts expected to be proved, so that the committee may themselves determine whether the testimony would have any bearing upon the subject-matter.

Of course the committee will not prejudge the testimony before them, but, upon its final consideration will determine what action shall be predicated upon it.

The object of the committee's communication of the 13th ultimo was simply to ascertain what you proposed to prove by the witnesses whose names you had suggested, inasmuch as they were absent at remote points from the capital, and whose testimony cannot readily be procured.

Your obedient servant,

THEODORE F. ANDREWS,
Clerk to Committee.

Hon. C. B. SEDGWICK.

HOUSE OF REPRESENTATIVES,
February 24, 1863.

SIR: I desire through you to ask of the chairman of the committee on government contracts (Hon. Mr. Van Wyck) a copy of a letter addressed to him by Ezra Downer, of Syracuse, and any other papers or letters upon which he or the committee proceeded to an investigation of the sale of the ship Santiago de Cuba.

I regret to be compelled, by the neglect or refusal of the committee to examine the witnesses named by me, to give notice that I shall move the House, at the earliest opportunity, to suppress the depositions in that case, and refuse to print the same; and upon that motion I shall state, as I am advised, the contents of the letter referred to, if it is not produced, or a copy furnished.

I am, very respectfully, yours, &c., &c.,

C. B. SEDGWICK.

Mr. T. F. ANDREWS,
Clerk, &c., &c.

37TH CONGRESS, 3d Session. } HOUSE OF REPRESENTATIVES. { REPORT No. 50.

GOVERNMENT CONTRACTS.

MARCH 3, 1863.—Laid on the table and ordered to be printed.

Mr. VAN WYCK, from the select committee on government contracts, submitted the following as the

VIEWS OF THE MINORITY.

PREFACE.

On the 26th day of February, 1862, the following, on my motion, was adopted unanimously by the House:

Resolved, That the committee on government contracts be directed to inquire into the amount of moneys received by the federal officers in the city of New York, by virtue of their offices; also as to the ownership and rents of the bonded warehouses; also the terms, considerations, and profits of the labor contracts for the storing, hauling, and delivering, &c., of foreign goods in the city of New York; when made, by whom, and who are now interested in the same.

The day after, I was informed that Mr. Washburne had prepared a resolution to discharge this committee from its consideration, and refer it to a committee to which Congress had refused the power to send for persons and papers, or hold its sittings in any place except Washington. I immediately saw and remonstrated with him. He alleged that this committee had already work enough to occupy its time. I assured him I would assume the labor of taking the testimony, and thereby the time of the other members would not be required. He requested me to see other members of the committee. I immediately did—all who were present in the hall, Messrs. Holman, Dawes, and Fenton. They consented that the resolution should be retained by this committee, on condition that I should take the testimony. I then informed Mr. Washburne of their conclusion, to which he assented; and it was understood distinctly that the evidence should be taken by myself. Such had previously been the uniform practice of the committee, that testimony could be taken by less than a quorum. Accordingly, on the 11th March I went to New York city and commenced my labors. I then found the committee in session with only one member, Mr. Dawes, who left that night. He requested me to finish some investigations he had commenced. I declined on the ground it would require all the time I could spare to examine the matters of the above resolution. Mr. Dawes left the

same night. I continued the meetings of the committee with the same stenographer and in the same room. I held session from day to day until the 24th March, and had examined fifty witnesses.

Not one of them objected to testify, or raised the point that less than a quorum had authority to administer oaths.

On the 22d March I was informed some of the custom-house officials had stated that the evidence was not fairly taken, that all the testimony of the witnesses had not been recorded. I immediately wrote the following note:

MARCH 22, 1862.

GENTLEMEN: I understand it is claimed that all your evidence was not taken down by the stenographer of the committee. I wish you would appear to-day at room 383 of the St. Nicholas, to have inserted in your evidence anything which was omitted and to add anything thereto you may desire.

Yours, &c.,

C. H. VAN WYCK.

Messrs. WARDELL, BAYARD, HUNTER, BENEDICT, and CRAIG.

and the same day it was served on each of the above-named by the acting sergeant-at-arms. All, or nearly all, of the witnesses appeared. They were friends of the revenue officers; heard read their testimony, expressed themselves satisfied, and pronounced it correct.

On the 24th day of March I received the following despatch by telegraph:

WASHINGTON, *March* 24, 1862.

I am instructed by the committee to direct that you proceed no further in your investigations in New York until further orders.

E. B. WASHBURNE.

This despatch resulted from the clamor of the revenue officers and their friends. I discontinued; returned to Washington; my regiment was under marching orders, and in a few days moved with the army of the Potomac, and was absent with it for many months. Up to the time of my leaving it was not pretended to me that the testimony was not regularly taken, or without the authority of the committee. One of the committee, who evidently had been in communication with the New York custom-house, and some others of the committee, thought it was best, inasmuch as the revenue officers were claiming that a quorum was not present, to delay further proceedings until a quorum could meet; and it was not then lisped or intimated to me that the evidence already taken was without authority of the committee. *The subsequent action of the committee showed it was done by their authority.*

So much solicitude for persons implicated by evidence had not been manifested before. When the honorable member from Pennsylvania, Mr. Davis, desired that his brother, a quartermaster, to whom allusion had been made in the evidence taken by less than a quorum, at St. Louis, should be sent for as a witness, I desired he

should be subpœnaed, but some of these same members said no; let him come and he can be sworn, but we cannot put the government to the expense of subpœnaing him. When General Frémont's friends, after his operations in the west, had been questioned by testimony taken by less than a quorum, desired he should be subpœnaed, I urged that it be done, and the day before leaving Washington left a written request with a member of the committee, so that my position might not be misunderstood, asking that he should be subpœnaed. Some of these same members said no; he can appear before the committee if he chooses, but we will not subpœna him; yet when the revenue officers of the city of New York waive the magic wand, these same gentlemen order the investigation to be suspended. Nearly all the testimony taken by this committee has been by less than a quorum; at least seventy sessions have been so taken, sometimes by one, two, and three members; sometimes the committee have been sitting at two places at the same time. It may be said that a full meeting of the committee authorized it to be so taken, but such was not always the fact. The testimony I took was fairly taken. Among the number I examined several from the custom-house. Now, I state distinctly that the committee, in the spring of 1862, considered this testimony as having been properly taken. *In the first place, if I was taking it without authority, why did the committee claim to control my action by sending a despatch to discontinue until further orders?* That shows they had a knowledge of my doings, that I was acting by their authority and approbation, and that I was under their control.

2. *They procured from the stenographer a copy of the evidence so taken and paid him for the same.*

3. The House had by resolution ordered this inquiry, and they would not have dared to violate the instructions by neglecting to take testimony; yet they suffer the whole session to pass and really do nothing until September 9, (although in April and May sessions were held in New York city, at one of which Mr. Ogden was examined by them, whose testimony occupied part of two pages,) and considering the testimony taken by me as the testimony of the committee, proceed immediately to allow the defence to be heard, and examine no witnesses except those of the household of the custom-house, including Messrs. Barney, Andrews, Dennison, Isaacs, Archer, Brown, &c., and the whole nature of the examination is to exculpate and clear from the evidence taken in March last. The committee had knowledge of the evidence, and the revenue officers had evidently read or been informed of it.

The questions of the committee and the answers are predicated upon the testimony previously taken and to contradict certain portions of it.

The whole examination at that time, the form and spirit of the questions, was to relieve and shield the officers from the evidence previously taken.

It is unaccountable, if the committee considered the evidence taken in March not taken by due authority, that they should have defiantly ignored the resolution of the house, and in September employed only

one day in examining questions of varied import. No; the evidence was then deemed valid, and when the custom-house officers had their day in court the work was supposed to be completed. Nothing further was said or done about the matter until my return to the present session, when action was insisted upon.

It was agreed to have a meeting in New York to conclude that and other matters. I was informed in Washington that the custom-house officers, or some of them, had threatened and denounced the committee, and would prosecute any person who should publish the evidence taken in March. As far as I may be able, they shall have an opportunity to commence a suit.

What took place in New York will be explained by the following resolutions. The first resolution was passed in my absence, when I was led to believe there would be no meeting of the committee.

On the 17th day of December it was—

"*Resolved*, That inasmuch as certain testimony has been taken by one member of the committee, in the absence of a quorum, touching the official conduct of certain federal officers in New York under objection from them, therefore the committee will examine such testimony, and whenever it appears that the testimony of any such witness so taken is found to affect the official conduct of any such person, such witness shall be re-examined, and so far as his testimony on re-examination affects the official conduct of any federal officer in New York it shall be submitted to him for his inspection."

There is no pretence that the testimony was taken without the authority and approbation of the committee. Mark, they do not object, but the federal officers do.

When I ascertained the nature of the resolution I offered the following, which was voted down:

"Whereas, at a meeting of this committee at Washington, a few days since, it was agreed and understood that a full meeting of the committee should be held in New York city to complete the investigation relating to the New York custom-house and other matters; whereas it was understood, before leaving Washington, that the committee should meet in the basement No. 14 Pine street, a room tendered by Hon. E. Haight for the use of the committee; and whereas a portion of the committee, in the absence of Messrs. Holman and Van Wyck, Mr. Holman not yet having reached the city, and Mr. Van Wyck was at 14 Pine street awaiting the committee until he learned they had secured a room in the custom-house, called on Hon. H. B. Stanton, deputy collector, was shown the room in state of preparation for the committee, not yet cleaned or warmed, who waited in the room of Mr. Stanton some time for the members of said committee, and when several of them had arrived it was understood that no meeting should be held that day as there were no witnesses present, and Mr. Holman had not arrived, yet before that interview a portion of the committee had met in another room in the custom-house, not the one assigned to the committee, and adopted the resolution of December 17th, therefore—

Resolved, That said resolution of December 17 be reconsidered.

I then asked leave to have the following protest placed on the journal of the committee, which was denied:

C. H. Van Wyck, a member of the committee, desires to have entered upon the journal of this committee his protest against any action by this committee, whereby any part of the evidence taken by him in March last, in the city of

New York, as to moneys received by the federal officers in the city of New York, &c., shall be suppressed or not published. While he is willing that any of the witnesses examined by him shall be allowed, at their own suggestion or the request of any of the officers they implicate, to again appear before the committee and make any explanation or addition they desire, he is not willing to do anything on his part which may be considered a relinquishment of his right to have such testimony, so taken by him, published.

That all the witnesses examined by him appeared, and were examined without any objection on their part.

By the committee's resolution of December 17 they recognized the validity of the testimony. *They do not object to any part thereof, they only show an amiable tenderness to those portions which reflect upon the revenue officers. and propose to examine only the witnesses implicating them. The other portions of the testimony they did not propose to disturb.*

The committee did not then pretend the evidence had been taken without their authority. I then and there declined to do any act which would seem a waiver on my part of the right to use all the testimony previously taken.

This evidence was before the committee. The clerk of the committee had made an abstract of the same for its use; yet, most remarkable of all, but two or three of the witnesses. reflecting upon the public officers, are recalled, and the most important ones are not summoned. The reason of this a discerning public will determine.

If there had been errors, injustice, and corrnption in the custom-house in other times, it had not evidently been purged under the administration of the present officers; that was so plain that he who runs may read.

The evidence was concluded in New York, and the journal shows that on the tenth of January testimony was taken by *one member* of the committee, Mr. Dawes, and on the twenty-sixth by *one member*, Mr. Fenton; yet that evidence did not reflect on the revenue officers. It possibly makes some difference whose ox is gored.

On Monday evening, February 9, I called on Mr. Andrews, clerk of the committee at Washington, to examine the evidence taken in March, and was informed by him I could not see it except by order of the committee. I inquired as to the journal, and if the resolution I had offered in New York, and had been voted down, was properly entered there. He replied, no; that the committee had ordered it should not be entered in the journal. I called on each member of the committee to know about the order preventing an inspection of the testimony, and every one except Mr. Washburne disclaimed any knowledge of any such order or action of the committee.

A meeting of the committee was held on the evening of February 11, when I insisted upon my right, as a member, to examine such evidence. *By this act the committee recognized it as their evidence, for had I taken it without authority then it belonged to me, and they had no control over it*, but there was a persistent determination on the part of some of the members to prevent me from seeing it. At that meeting Messrs. Fenton, Washburne, and Holman were present,

and they were willing I should take the evidence if I would pledge myself not to use it. I spurned the proposition, and treated it as it deserved. What can be the motive for such conduct? Why were they afraid of the evidence? Was it because the custom-house officers had threatened? Was the evidence harmless, then no body could be injured by its publication. Could it be contradicted, then nothing more easy, for the custom-house did not want for friends on the committee. Did it show corruption and criminate the officers, then duty required its exposure. However, a resolution was read by Mr. Washburne saying it should be deposited with the clerk of the House for the inspection of members of the committee, and the resolution, as read, substantially said no more. On the next day I understood that the resolution contained the words "that the testimony was taken without authority of the committee." If such words were in the resolution they were omitted in reading, evidently for a purpose, for I would not quietly have suffered that to pass on the journal; and the next day I asked Mr. Holman if any such words were read, and he emphatically denied it. I am thus minute in this matter, for this attempt to falsify the record and interpolate, first, to have a declaration of the committee against the evidence and against myself, that I had acted without authority, gives me the right, as a matter of the highest privilege, to vindicate myself, and is clearly a justification for stating what took place in the committee room.

Since writing the above I have obtained, *and have now in my possession, the original resolution;* I give it entire, so the world may see the motive which actuated, and the ends sought to be accomplished by any means, no matter how unfair and dishonorable. The resolution was written at the room of Mr. Fenton, in the National Hotel, where the committee was in session, by Mr. Washburne, and was written with ink. The resolution, as read by Mr. Washburne, did not contain the words which are now interlined. The interlinations are in pencil and were not put in when first written, for ink was used; and could not have been put in at that time, for he would not have procured a pencil when pen and ink was by his side. The resolution was drawn up just as Mr. Hollman and myself were leaving; here it is, as read to the committee:

"*Ordered*, that certain testimony taken by Mr. Van Wyck, in New York, be deposited by the clerk of this committee with the Clerk of the House, with directions to the said Clerk to hold it in his possession, subject only to the inspection of any member of the committee."

In the body of the resolution are three erasures in ink; one interlination in ink erased in ink, and the word *it* interlined in ink.

The resolution as it now appears is as follows:

"*Ordered*, that certain testimony taken by Mr. Van Wyck, in New York, *without the authority of the committee*, be deposited by the clerk of this committee with the Clerk of the House *of Representatives*, with directions to the said Clerk to hold it in his possession, subject only to the inspection of any member of the committee."

The words "*without authority of the committee*," and "*of Representatives*," interlined in pencil.

That gives character and motive to the whole of the attempts to suppress this evidence. Foolish man! Did he expect by this legerdemain to keep back the frauds of the custom-house? Vain hope! Look for a moment at the resolution as *drawn, read, and acted upon by the committee who recognized it as testimony, and the committee are making disposition of it as testimony of the committee;* but after it is discovered he was snared in his own meshes, then it is interpolated to remove the difficulty, never believing that the evidences of the mode of procedure would ever be seen by the public.

The next day the evidence was and now is deposited with the Clerk of the House. I have printed with this report only a part; such portion as illustrates the views I propose to offer in regard to the matters embraced in the resolution. It will remain with the Clerk, to be used by this or the next House of Congress if they desire.

MONEYS RECEIVED BY REVENUE OFFICERS.

By the resolution the committee were instructed to inquire—

First, as to the amount of moneys received by the federal officers in the city of New York. This involved the examination of many witnesses, and in regard to the revenue officers a great diversity in judgment.

One thing is remarkable: that the collector, Barney, surveyor, Andrews, and naval officer, Dennison, *are neither of them able to say how much money they received,* they will only swear that Mr. Ogden, the auditor, has the account of it. Mr. Ogden, from his report, made up in January last, shows from $21,000 to $22,000 yearly to each of those officers; while Mr. Cargill, formerly deputy collector, and fully competent to know, fixes the amount of the last four years, independent of salary, to each, $150,000, and Mr. George D. Bayard, at present in the seizure bureau, capable of judging, makes the amount $30,000, annually, independent of salary. As if these enormous sums are not enough for the collector, he has, in addition, commissions on States' fees collected by his authority, viz: harbor master's, health officer's, and the seaman's retreat hospital fees, amounting to nearly $4,000.

There was, of necessity, in March last much inquiry as to the source and the manner of obtaining penalties and forfeitures. And it would appear that all the censurable practices of the custom-house are still retained. It is not only unjust to persons charged with violations of the revenue laws but to the honest and honorable importer. Honest merchants have to pay an excess of duties in order to avoid the rapacity of the system, and the practices which now prevail would disgrace a mock auction or Peter Funk establishment.

The evidence shows that nearly all the violations of the revenue laws are not smuggling really, but introducing goods undervalued; nine-tenths of the fines, penalties and forfeitures are from that source. The evidence further shows that efficient and honest officers could prevent or rather detect at the time of its commission such violations of the laws. But the interest of the revenue officers is not to detect

and punish at the time, but to encourage such infractions, for it leads to large sums in the future.

A man will be allowed to continue with slight undervaluations, from time to time, and when a large stock of goods presents then an army of custom-house officers come suddenly upon him, seize all his goods, whether or not liable to forfeiture, take all his books, private papers, &c., whether authorized or not; and the man must be bankrupted and ruined, or disgorge as may be demanded.

It may be said that this statement proceeds on the presumption that the officers are actuated by cupidity. Most certainly, for so your laws proceed. The giving a share of these fines and penalties to revenue officers is wrong. It has been said that a few years since the law was changed, and then the government obtained no fines and penalties. And each one of the present revenue officers has argued that under any other system the laws would not be enforced, thereby admiting that they would not do their duty unless they can share the plunder. They say that officers must be stimulated to duty through the mean gratification of their avarice and cupidity, and they unblushingly claim that the obligation of an oath to perform duty is not as binding as the privilege to enter some importer's store and confiscate his goods, whereby their own pockets are to be filled.

Such motives for duty are not more honorable than those actuating the smuggler. The revenue officers claim that they incur great risk and danger in making seizures, the evidence shows nothing of the kind. The revenue officers, who receive $20,000, $30,000, or $40,000 per year, incur no risk or danger, neither do they themselves detect frauds. Outsiders sometimes give the information, and frequently the employés, or detectives, who are employed for that purpose, ferret them out. These men are paid a salary; and although they are really informers, and entitled to a share, yet they are never allowed to claim it; and there is a rule possibly implied, although Mr. Dennison endeavored to testify to the contrary, that an employé should not claim the informer's share. Should he make application for it he would not be long in receiving notice of dismissal. Now, if detectives and employés like Brown, Isaacs, Archer, and Graham can be faithful to their employers on a salary without a share of the seizures, why cannot Messrs. Barney, Andrews, and Dennison be equally so to their employer, the government. Messrs. Barney, Andrews, and Dennison are not censurable for taking all the law will give them, but the fault is in the law itself. This House did, at its last session, pass an act limiting the compensation of each officer to $10,000, but the Senate refused to concur, and there the responsibility rests.

When an importer's goods are seized he must either pay the amount demanded or be ruined; such is the machinery of the proceedings, that he knows, and that the revenue officers know it is not unlikely the seizure proceeds as upon that hypothesis. In this connexion is the significant fact that most of the seizures are made of foreign houses, who do not fully understand the ways of the system until taught by dear experience. The testimony shows that smuggling could be stopped as easily as the fitting out

slavers. Yet the fact is notorious, that violations of the revenue laws are increasing, while the efficient marshal of New York has entirely broken up the fitting out of slavers; it is to the interest of the revenue officers that smuggling should not be discontinued.

The honest, honorable importer also suffers. The evidence is abundant that many of them increase the invoice price of their goods beyond the actual value, so that they may be entirely free from the possibility of a seizure and ruin. This is unjust. A great government should protect its citizens from any such reproach. In many seizures, after taking all his goods, books, and private papers, they manifest a great interest in the welfare of their victim, and are persistent in recommending counsel. The bevy would besiege him, by turns, generally recommending Mr. Dunning or Craig. I would say nothing derogatory to the character of either of those gentlemen, but I do aver that the men who had seized the prize would not do anything willingly to have it escape. Many of the witnesses state the whole detail of this mysterious procedure, but the testimony of Mr. Mendelson is so intelligent and complete, I have annexed his statement entire.

In such cases the revenue officers would never give a receipt, but always exacted a written consent from the unfortunate man, so that he could not prosecute. Mr. Ogden in his evidence explains fully why they armed themselves with this precaution. Such conduct can only be explained *on one theory*.

The custom-house has presented no record of the amount or distribution of money received as bribes. A remarkable fact is stated in Isaac's testimony of September 9 :

"I have never in my life received a shilling from any individual, except where it has been paid to the collector, surveyor, or naval officer as money presented to me as a bribe. For instance, here is money (showing a roll of bills) which was offered to me this morning as a bribe. I received it, and then seized the man's goods, and sent them to the public store. We often take such money when offered to us as a bribe, but we always deliver it to the custom-house officers."

It may be difficult to make some persons believe that the smuggling fraternity would part with money without receiving or being fully assured of a valuable consideration.

The law in all cases requires that where the value of the goods seized exceeds one hundred dollars, the matter shall pass through the hands of the district attorney; yet the present revenue officers, for the first time in the history of the custom-house, openly set at defiance this law, and ignore it entirely; and when some of the subordinates remonstrate and warn them, upon mature deliberation they determine to continue its violation, alleging as the only reason that if the law is complied with fees of other officers are taken from the proceeds, and not so much will therefore find its way into their pockets, designedly breaking the law for their own gain. The evidence is clear on this point; yet these are the men who are to be allowed compensation beyond that of the President of the United States, five times

that of cabinet ministers and judges of the Supreme Court, and ten times that of senators of the United States; and then, as I have been informed, have the recklessness to threaten a committee of investigation, if it does not suppress evidence!

The concurrent testimony of many witnesses, uncontradicted even by the evidence furnished from the custom-house, establishes the foregoing statements; yet it was deemed necessary to introduce only the following:

HENRY A. CARGILL, sworn:

Question. Have you been for some time past employed in the New York custom-house?

Answer. Yes, sir.

Question. For how long, and up to what time?

Answer. I have been twice in the custom-house; once under Lawrence, under Polk. After that, I have been deputy collector two years last April. Before that I was chief clerk in the invoice department, I think six or eight months. I have been deputy collector for two years last April.

Question. When did you leave the office?

Answer. I think the 12th of April last.

Question. What position did you occupy the last time you were in office?

Answer. Deputy collector.

Question. Who succeeded you in your department?

Answer. Mr. Coventry D. Wardell, who is the head of the department, and Mr. George D. Bayard, in the seizure department.

Question. Does Mr. Wardell occupy the same position you did?

Answer. Mr. Henry B. Stanton does.

Question. Who would be likely to know of this book?

Answer. Mr. Wardell and Mr. Bayard.

Question. Had you in your office, or anywhere, a memorandum of seizures made upon land and upon shipboard while you were chief clerk?

Answer. Yes, sir; there was a book of that kind made out by George D. Bayard, at the instance of Mr. Schell, about four months before I left. I rather think Mr. Schell has got that in his possession, but the auditor has got all that information on his books with regard to the final settlement of cases and the amount paid in each case. He made up, at the instance of Mr. Schell, a book of all the cases at the time. I have a book also myself that would give a great deal of information. I had to go through and select out everything outstanding that had not been settled. I made up a book of that kind, and that is in the office. I made it up of all cases that had not been prosecuted from the time Mr. Schell came into office until he left, that is to say, until six or eight months or a year before he left. That book was too small, and I transferred it to another larger book. But there is simply the name of the case and how they were settled, that is to say, it was a sort of memorandum book.

Question. That book was continued up to the time you left?

Answer. It was about a year before I left.

Question. You did not get down everything that was compromised?

Answer. No.

Question. This book was kept for cases where there was a contest?

Answer. Yes, sir. When this book ran out, I got a new book, and had all those cases that stood open copied into this other book, Of those settled there is a memorandum made of how they were settled.

Question. Does this last show the number of all cases settled and unsettled?

Answer. No, sir. The two books together show all the unsettled cases at the time I took charge of it.

Question. What was Mr. Craig's business in the custom-house?

Answer. He was chief clerk of the collector when I first went into the office, and had charge of all the seizure business at that time.

Question. What was his salary?

Answer. Twelve hundred dollars; but before Mr. Schell went there he had one-third of Mr. Redfield's profits; but Mr. Schell never gave him anything of the kind. He became dissatisfied, and after some negotiation with the naval officer went into outside business. I was then called upon to know whether I could undertake the business of this office. And I took it for my own salary, $2,500 per annum.

Question. Mr. Craig received one-third from Mr. Redfield?

Answer. He told me Mr. Redfield had always given him that.

Question. Why should they give him one-third?

Answer. Not one-third of the whole, but one-third of the collector's share, because of the vigilance with which the thing was done.

Question. How much money did it amount to during the four years?

Answer. During the four years I always thought it amounted to $150,000 apiece—to the collector, the naval officer, and the surveyor.

Question. You had the whole control of it during the time you were there?

Answer. Yes, sir; but not the receiving of the money. The letter books will show the amounts that were prosecuted for. The letter books were under the control of the deputy collector, Church. They show every case; for instance, when prosecution took place, and consent to receive an amount agreed upon, and consent to the condemnation of the goods. Whenever they have agreed to the amount, it is prosecuted for that amount, and then a letter is written up to the district attorney stating that they think it best for the government that this amount should be taken.

Question. You also knew from the making up of this book, not only the two years you were in, but also from the examination of the letter books the two years previous?

Answer. Yes, sir; I knew the cases unsettled.

Question. Where did the settled cases go that you did not have in your memorandum?

Answer. In the letter book.

Question. Does the auditor have that also?

Answer. Yes, sir.

Question. Then the letter book shows every case that is settled?

Answer. Yes, sir.

Question. From all this you judged they received $150,000 apiece?

Answer. Yes, sir. I think each one would get in four years pretty near $150,000.

Question. Do you think the letter book shows this?

Answer. Yes, sir; they are bound to show the exact amount they receive. If there is an informer he gets one-third of the whole amount. The government gets one half, but there are very few informers, not more than a dozen; they would not allow an officer to become an informer. I have heard Mr. Brown, Mr. Isaacs, and Mr. Archer all say it, and have heard that Mr. Hart said that he would not have an officer in the place that would insist upon becoming an informer, because it was their duty to do this; that he had given them a good berth, with little or nothing to do, except when called upon on express occasions.

Question. What officers did he refer to?

Answer. Brown, Isaacs, and Archer, the three principal ones, and Mr. Graham, I believe.

Question. Their business related to seizures?

Answer. Yes, sir.

Question. Those were the men he would not allow to be informers?

Answer. Yes, sir.

Question. They must do this work and receive their salary and not receive a part of the proceeds of the sale?

Answer. Yes, sir; they were not entitled to it unless they they actually became informers.

Question. They were required to give information without becoming informers?

Answer. Yes, sir. I knew of a case under Mr. Barney, when there was a compromise between $12,000 and $25,000; I think that was four or five months ago. The way I knew was, I had a tenant who was an informer, and he expected to get $5,000 or $6,000. It was a case of leather. The parties lived in Newark. Ines, I think, is one of the names That was settled. A case was made out and the money was paid into court. The informer was one Franklin, who was doing business for E. K. Alburtis, 17 Wall street. They came to a determination to receive so much, and that was paid into court and distributed. He was to get one quarter, but they disputed it with him. They said they had the information beforehand, and would not allow him so much, and for political purposes they cut down his one quarter. He told me he ought to have received more than he did. He wrote a letter to the collector stating that he claimed one quarter of that whenever paid into court, and he also gave information that he was informer as to three or four other cases.

Question. What do you mean by "political purposes?"

Answer. I do not know; he said there was some arrangement between them; he did not want to be too strong, for fear he would not get anything; they pretended to have had the information beforehand.

Question. But most of the information is furnished by officials in the custom-house?

Answer. Yes, sir.

Question. You never knew of a case when a good official ever received any part of the forfeiture?

Answer. I do not know of one. I think one or two tried to get it, but whether they succeeded or not, I do not know. I know of a police officer who received something as an informer.

Question. Do you know of the employment of a middle man, to whom those violating the revenue laws are referred?

Answer. Well, they would simply refer them either to Mr. Dunning (of the firm of Dunning & O'Conner) or to Mr. Craig. Those are the two principals who attend to the special business, because a lawyer who was not acquainted with the revenue laws might advise the party to fight the case, which might not be for the interest of the government.

Question. Do you know why it is that the Secretary of the Treasury in his papers shows only between seventy and eighty thousand dollars received in four years?

Answer. I cannot imagine so small a sum as that.

Question. You did not include the salary in this $150,000?

Answer. No, sir.

Question. It was simply from fines and forfeitures?

Answer. Yes, sir; I have always thought so; that would make, I believe, $900,000 in four years.

Question. You mean what the government gets and what they get?

Answer. Yes, sir; there must be over a hundred thousand dollars received by each; I never gave my attention, except to the time that I was there.

Question. You do not mean to include in that the salaries they received?

Answer. Not at all, only the fines and penalties; the idea that it does not amount to $70,000 or $80,000 in four year is all nonsense.

Question. You say you were until August under Mr. Barney?

Answer. Yes, sir.

Question. The detection of the smuggled property results more from the vigilance of the employés of the custom-house than it does from the investigations of the collector, the naval officer, or the surveyor?

Answer. Yes, sir; they have nothing to do with it, except from the vigilance of the officers. L. C.

JOHN W. HUNTER, sworn:

Question. Who is with you in the custom-house?

Answer. Samuel G. Ogden is auditor. I am assistant auditor.

Question. Does any part of the matter of seizures come within your knowledge?

Answer. The distribution of the money after it goes through the hands of the court.

Question. Suppose a party has been defrauding the government year after year, and the custom-house officials come down upon him suddenly and settle with him; that does not go into court?

Answer. No, sir.

Question. But the money comes into your hands the same as if it went into court?

Answer. Yes, sir. I never knew of a case where money has been received without its passing through our office.

Question. What is the annual amount of proceeds from seizures, whether they are paid into court or are voluntarily paid for the purpose of preventing a suit?

Answer. We could show by the books.

Question. Has there been much money paid out to informers?

Answer. Not a great deal.

Question. Will your books show what has been paid out to informers?

Answer. Yes, sir.

Question. Who are the men who go into the stores upon land and on ships for the purpose of ascertaining if there be any breach of the revenue law?

Answer. Persons connected with the custom-house. The collector may assign anybody to that duty.

Question. The three revenue officers personally do not attend to it?

Answer. No, sir. I suppose they go if it becomes necessary.

Question. The ferreting out is done by men under them?

Answer. Yes, sir; men in their employ and in the employ of the government?

Question. Persons who do this ferreting out do not receive any part?

Answer. No, sir.

Question. You know there is a rule that a government employé cannot be an informer?

Answer. No, sir. I do not know that to be a rule, and do not believe in it. The employé does not say he claims to be an informer.

Question. Why not?

Answer. He endangers his position?

Question. How so?

Answer. He is an appointee of the collector, and if he claims his portion as an informer he detracts so much from the collector's share. He would be liable to be removed from his office if he claimed to be an informer.

Question. Then you never knew of a government employé, even though he ferrets out the whole matter, putting himself in the position of an informer so as to draw anything?

Answer. No, sir.

Question. So that the ferreting out, after all, and the saving to the govern-

ment, and the punishing for violations of the revenue law, are done principally by men who receive no share of the proceeds of the sale?

Answer. No share, unless it is given to them clandestinely.

Question. Then, how do you suppose it was that, when Congress passed the law prohibiting the revenue officers from having a share of this money, seizures should have ceased?

Answer. I suppose that they did not require the vigilance on the part of the others that they would when they are interested. They do not voluntarily run into danger unless they are profited by it. I think the officer who discovers a fraud should be allowed to come in as an informer. It does not detract anything from the United States.

Question. Under the law he may become an informer?

Answer. I think Mr. Woodbury many years ago decided that he might.

Question. I understood that Mr. Hart made a rule that no government employé should be an informer, so, I suppose, that he should not take part of the government plunder?

Answer. There is no doubt about that.

JAMES L. BENEDICT, sworn:

Question. Do you reside in this city?

Answer. Yes, sir.

Question. Employed in the custom-house?

Answer. I am deputy surveyor.

Question. How long have you been?

Answer. Nine years. I came in with friend Cochran.

Question. What are the duties of your office principally; what have you in charge?

Answer. I am special deputy. I have general charge for the surveyor—acting surveyor almost; that is to say, when the surveyor is away I have special warrant to act as surveyor.

Question. Which of the revenue officers has principal charge of seizures for violation of the revenue laws, whether they are upon shipboard or upon land?

Answer. The seizures are always made by the officers, under the direction of the surveyor.

Question. There are a few men who are assigned specially to that business in the surveyor's office?

Answer. There are three or four men who are specially assigned to that business and a variety of other business—not exclusively to that; they have that business especially to look after, although all the other officers of the custom-house are obliged to look out for that thing. But they have men who specially understand the business.

Question. Who are they?

Answer. Isaacs, Brown, Archer, and Graham are the four inspectors who most often do that; and Deputy Surveyor Brown, who was for eight years inspector, and made a deputy by Mr. Andrews. Complaints are generally passed over from the surveyor to him, and they make the seizure.

Question. Do these government officials who make the seizures receive any portion of the proceeds?

Answer. No, sir; unless they get it as a gratuity from the office.

Question. Not as informers?

Answer. They do not inform of all the seizures that are made; they know nothing about it in nine cases out of ten, except the seizures are made from passengers on steamers and except as they are directed by the surveyor.

Question. Who reports to the surveyor?

Answer. I cannot tell you how he gets his information. A great deal of information is sent to the surveyor by anonymous communication.

Question. At all events, some detections are made by government officials, but these gentlemen do not receive any portion of the proceeds of the sales?

Answer. These seizing officers? No; it is a part of their official business. If the appraiser or any other officer discovers a fraud, it is his duty to communicate it.

Question. The law gives one-fourth to the informer?

Answer. Yes, sir; but I have always understood that to mean an outsider—one not connected with the government in any way.

Question. Was the rule established in any administration—it is acted upon, at all events—that they cannot be informers?

Answer. It has always been acted upon since I have been in the custom-house. I have never heard of their being paid.

EDWARD M. MARSH, sworn:

Question. Do you reside in this city?

Answer. Yes, sir.

Question. Have you been employed in the custom-house?

Answer. Yes, sir; three years and ten months; left October last.

Question. What is your business?

Answer. Inspector.

Question. Can you state anything about the way business has been conducted in the custom-house with any party?

Answer. Yes, sir. Brown, Isaacs, and Archer seem to be the privileged characters; they take upon themselves full authority about examining baggage, and they examine baggage which no other inspector dare undertake to examine; and, in fact, they passed baggage without examining which no other inspector dares to pass; by whose instruction nobody knows but themselves, and in a great many cases they receive money for passing baggage. Mr. Oldering is one of the men through whose hands money has been passed to Mr. Brown, I think.

WM. C. H. WADDELL, sworn:

Question. Do you reside in this city?

Answer. Yes, sir.

Question. Are you employed in the custom-house?

Answer. Yes, sir.

Question. In what capacity?

Answer. Special clerk.

Question. How long have you been there?

Answer. I have been there since August, 1860.

Question. Been special clerk all the time?

Answer. Yes, sir.

Question. What are the duties of your office?

Answer. It is in the law department now; that is the term attached to it, and the duties I have are connected with the courts and the custom-house suits.

Question. Have you anything to do with seizures?

Answer. Yes, sir.

Question. You have been in that business since you have been there?

Answer. Yes, sir.

Question. Have you no record in your office for anything except what goes to the United States courts?

Answer. No, sir; except those cases under a hundred dollars.

Question. So if any violation of the law is compromised, upon which no suit is brought, you have no record of it and know nothing about it?

Answer. I cannot answer that way. Any part of the record by me is so, but of late on the books there are several instances noted where it did not go up

to the court. Those are made by Mr. Bayard. He said he did not think it was right to be so. The naval officer and the deputy naval officer say it can pass so. These are cases *in rem* and cases of seizure which were entered on the books. I do not know the cases themselves.

Question. What is the nature of the cases?

Answer. Cases of seizure where the amount has been paid in. I have stated to you before all the knowledge I had of the amount paid into court. This is paid to the auditor direct. Now, I never paid any money to the auditor direct, but money has been paid, so they inform me.

Question. Then it is true that cases are settled without going through the court?

Answer. So I understand, but I am not conversant with the cases myself. Mr. Bayard says he thinks so.

Question. You say that has been done of late?

Answer. I have not heard of it over a few months, I suppose.

Question. Previous to that time you never heard anything of it?

Answer. No, sir; in no instance have I been cognizant of the particulars in the case in which the payment went directly to the auditors, but I have no doubt it is so.

GEORGE D. BAYARD, sworn:

Question. Where do you reside?

Answer. In Brooklyn.

Question. Employed in the custom-house?

Answer. Yes, sir; I am one of the officers of the seizure bureau.

Question. How long have you been in that bureau?

Answer. I have been in it since it was organized. It was organized by Mr. Cargill and myself.

Question. What is your duty?

Answer. Our duty is to have control of all the seizure records, books, &c.

Question. Have you not heard that there have been some seizure cases which have not been sent to the office of the district attorney?

Answer. I can only say that I have gone through the forms of one case, up to the auditor's department, where it naturally closes, and as far as I was related to it, it did not go to the district attorney's office.

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Question. What was done with the goods after they were taken?

Answer. They were placed in the custody of the collector.

Question. Where did he put them?

Answer. In the safe.

Question. Who was collector at the time?

Answer. Mr. Barney. I think it was in October last.

Question. This case you think did not go to the district attorney?

Answer. I do not think it did.

Question. Have you stated that latterly in the custom-house seizure cases sometimes have not gone to the district attorney's office?

Answer. Our usual practice has always been to send these cases up to the district attorney, but in this case of Fillner, I understood from the remarks which were made to me, that it was not the intention of the parties to send it to the office of the United States district attorney.

Question. Why not?

Answer. I do not know.

Question. Who told you it was not the intention?

Answer. I understood it from remarks.

Question. Who made the remarks?

Answer. Mr. Dennison, the naval officer.

Question. Did he say why it was not to be sent?

Answer. The ground of it, I believe, was that the fees of the clerks and other officers were so great as to consume almost altogether the amount received from the goods, and it would be no object to send where such extraordinary fees and assessments were made upon the sums which might be received. I had a conversation with the deputy naval officer on that subject, contending that, under the eighty-ninth section of the act of 1799, all forfeitures were to be sent to the district attorney's office and in all cases. That was my view of the subject, and I had a discussion with him at the time, understanding, from what I had heard, that a different practice was about to obtain.

Question. Now, have they not continued to do so from that time down?

Answer. I cannot say as a matter of knowledge.

Question. Have you not understood so?

Answer. Yes, sir; not directly from anybody, but the practice involves certain forms deviating from the forms of the old practice, and hence, without any direct communication from anybody, by the mere fact that forms are changed, I know there has been a change in the practice.

Question. Did you ever have any conversation with Mr. Barney or Mr. Andrews about that?

Answer. Yes, sir; I have had a conversation with both of them about it.

Question. What did Mr. Barney say about it?

Answer. He disapproved of it.

Question. What did Mr. Andrews say?

Answer. Well, he did not seem to have any decided views one way or the other in all the conversations I had with him.

Question. Did he say he would leave it to Mr. Dennison?

Answer. Mr. Dennison and he have co-operated in the conduct and management of this business.

Question. Did you or Mr. Cargill ever make up any books down there?

Answer. We have a record of all the seizures.

Question. Did you make up any book from the old ones?

Answer. Yes, sir; two or three; we made a record of unsettled cases.

Question. You were private secretary of Mr. Schell?

Answer. Yes, sir; after the resignation of Mr. Craig.

Question. Did you never have any conversation with Mr. Waddell or Mr. Cargill?

Answer. We speculated about it.

Question. You fixed on some amount, did you not?

Answer. No, sir.

Question. How could you talk about the amount without saying some amount?

Answer. Because our conversation was not conducted with any idea of getting at any numerical result.

Question. Did you say nothing about the amounts received?

Answer. Never; we merely spoke of the offices as being lucrative ones.

Question. How lucrative did you think they were?

Answer. We regarded the general character of the sources of that income.

Question. You could not possibly stop there; the idea would necessarily come, how much it amounted to.

Answer. We never made any calculation as to the amounts received.

Question. Did you never form any opinion in your own mind as to how much they received?

Answer. Yes, sir; about $30,000 a year, possibly, over and above their salaries, being the proceeds of fines, penalties, and forfeitures.

Question. What did you base that opinion upon?

Answer. Upon my knowledge of the business of the office in which I was engaged.

Question. Based upon your actual business and records in the office?
Answer. Yes, sir.

JAMES B. CRAIG, sworn:

Question. You say that the collector is personally responsible for a wrongful seizure?
Answer. Yes, sir.
Question. No other revenue officer?
Answer. The seizure is generally made in the name of the collector; the other officers give him a bond to bear their proportion of the damages.
Question. In the last twelve years have you heard that the collector has sustained any damage?
Answer. I have known of the matter only since 1853.
Question. Since 1853 have you heard that the collector has incurred any damage by his seizures?
Answer. There has not, in that time, been any judgment for damages obtained against the collector.

HERMAN BATZER, sworn:

* * * * * * * * *

Question. You did not negotiate this thing yourself, except through your attorney?
Answer. I did not ask my *own* attorney about it. I did not want to have a lawsuit about it. Mr. Dunning being the attorney—I was advised to go to him by the men who came into my store—I thought I would go there and have it fixed.
Question. You understood he was interested with those men?
Answer. He did not speak so. I should judge he was; and then I do not doubt at all he was interested.
Question. They were very anxious to have you go to Mr. Dunning?
Answer. To be sure; they immediately took me around to Mr. Dunning.
Question. Who were these men who took you around?
Answer. One was Brown and the other was Isaacs. Of course these were only servants. The other fellow, Hart, was the man who was surveyor at the time.
Question. These were the two men who pounced upon you, Brown and Isaacs?
Answer. They were left in the store to watch it. They took hold of all the books; even went so far that Dunning said, "Oh, well, you had better settle for $4,000." I said, "I cannot pay $4,000, because my circumstances would not allow me to do it." The only reason I paid anything is because I did not want to have a lawsuit about it. "Well," he said, "they have your books, and say that you can afford to pay the amount."
Question. It was Brown and Isaacs who wanted you to go to Mr. Dunning?
Answer. They took me by the arm and said, "You had better go down and see him." I think Isaacs went with me; went to show me there.
Question. Did he go in the room with you and introduce you?
Answer. One—Isaacs or Brown—did.
Question. What did he say when he brought you to Mr. Dunning?
Answer. He introduced me very friendly, and said that Mr. Batzer had a little trouble and wished to be relieved.
Question. What said Mr. Dunning then?
Answer. He talked very smart about it; of course he never appeared to me or wanted to show that he was any way interested, and, of course, he went with me and tried to play my counsel before the others—went with me several days.
Question. Where did he call?
Answer. At the custom-house, to see Mr. Hart. And they taxed me accord-

ing to the goods I had in store; they found all the goods I had, and taxed me according to the goods I had. I was asked how many goods I had. I told them I had such and such goods. They then found out I had not given up all the goods for them to take hold of, because the goods were not in the invoices. They found it out and then they say: "now you should not do so, because we can tax you for a good deal more if we choose to."

Question. They took the goods that were not mentioned in the invoices they complained of?

Answer. They took the whole; all I had.

Question. Had you goods in your store that did not come in the invoices?

Answer. To be sure I had.

ISAAC HAMBURGER sworn:

Question. Do you live in this city?

Answer. Yes, sir.

Question. What is your business?

Answer. Importer of fancy goods.

Question. Have the custom-house officials made any seizures of your goods?

Answer. Yes, sir.

Question. When?

Answer. The latter part of January.

Question. What did they seize?

Answer. The whole stock of goods.

Question. Did they the first day speak about settling?

Answer. The first day they told me to come around and see the naval officer.

Question. Did you go?

Answer. Yes, sir; I went with a lawyer.

Question. Who did you take with you?

Answer. Mr. Dunning.

Question. How came you to go to Mr. Dunning?

Answer. They told me to go to Mr. Dunning.

Question. What was the point?

Answer. That the duty, in some instances, had not been paid on the inland freight in Europe, and, in some instances, the duties had been paid on those charges. I consulted about half a dozen lawyers on that point. In some instances these charges were not put on the bill, because we were under the impression, at least so far as we knew the revenue law, it was not any part to have duty paid on, and I believe in some instances it is not done. At any rate, those lawyers told me that, in this case, when the neglect of such a revenue law is not intentional, they could only raise the duty.

Question. Was this done with the intention of evading the revenue law?

Answer. No, sir.

Question. You say that the opinion was that where it was not intentionally done there could be no seizure.

Answer. So I understood.

Question. Did they first fix a price in money which they wanted you to pay?

Answer. As far as I could learn the negotiation was something near $5,000. The proposition was not made to me, but my lawyer.

Question. What did you say about that?

Answer. I would not pay that.

Question. What then was done?

Answer. So things went on for four or five days, going to and fro, and finally it interfered a good deal with our business. They had charge of the store day and night. We could not ship any goods, and had no books to do anything. Considering all this and not wishing to have the trouble of a lawsuit, and con-

sidering (although we could, as I was informed, recover our goods by giving security, &c.) that it would injure us a good deal, even if we could gain.

Question. Who did you pay that money to?

Answer. It was paid by Mr. Dunning to the naval officer.

Question. Were you present?

Answer. Yes, sir.

Question. You went to the naval officer and paid it there?

Answer. Yes, sir.

Question. When was this money paid?

Answer. It was on the 1st of March—on Saturday.

Question. Did you get a receipt?

Answer. No, sir.

Question. Did you ask for a receipt?

Answer. Mr. Dunning told me beforehand that I could not get a receipt.

Question. How came he to tell you that?

Answer. I told him in paying the money I would like to get a receipt, and see that things were done straight. He said it was all right. It was paid to the officer there, and I understood it was all right.

Question. When you spoke to Mr. Dunning about getting a receipt, he said you could not get a receipt?

Answer. Yes, sir; he said it was not customary to get a receipt in paying such money into the treasury.

Question. Were these goods in the store that they found fault about?

Answer. No, sir.

Question. And at the time you had no goods that were on the invoice that they found fault with?

Answer. There was no particular claim raised.

Question. There was no particular lot of goods they were after?

Answer. No, sir; and the goods mentioned in the invoice they found fault about was not in the store.

Question. Do you remember who recommended you to Mr. Dunning?

Answer. Mr. Isaacs.

ROBERT LEE, sworn:

* * * * * * * * *

Question. What was his name?

Answer. Thomas Brown.

Question. Do you know of any other case where he passed baggage without examining it.

Answer. I saw him pass baggage several times without examining it.

Question. Did you see Isaacs do the same?

Answer. Yes, sir.

Question. Did you ever see whether any money was paid by the passengers to these men for passing their baggage without examination.

Answer. No, sir; but I have heard rumors that they would go to the stores and get presents.

Question. You never saw anything of it yourself?

Answer. No, sir; a great many passengers would come and inquire for Mr. Isaacs or Mr. Brown.

Question. Would they inquire specially for them?

Answer. Yes, sir.

Question. When there were other custom-house officers there?

Answer. Yes, sir; they would inquire specially for them to save the trouble, I suppose, of opening their trunks.

Question. The law requires trunks and everything to be opened and examined?

Answer. Yes, sir.

HENRY A. WARTS, sworn:

Question. What department were you in?

Answer. I was formerly inspector, recently in the warehouse department, termed warehouse clerk, in charge of the store at 5 Whitehall street some three years.

Question. Where goods were stored under general order?

Answer. A bonded warehouse. I was an inspector in 1853 and 1854. Mr. Isaacs, that now holds a position in a department, was on special duty with me some five months. We made a seizure at Jersey City, consisting of some gold watch movements and a lot of laces, and ladies' apparel, that is, under clothes, chemisetts and sleeves, and Honiton lace and things of that character. We recovered these goods in a hotel in Jersey City. They came from the steamer Alps, and Mr. Isaacs and Captain Rogers, who were storekeepers, appropriated a large lot to their own use.

Question. They appropriated a good deal to their own use.

Answer. Mr. Isaacs and myself seized these goods in Jersey City, and had them in Rogers's office. Mr. Rogers, Mr. Isaacs and myself were the only persons present at the time. They were very nice things to look at, and having a large family, Mr. Isaacs made the remark to me: Said he, "Harry, you had better take some of these; they will be very good for your daughters." I said I have no right to these things. The property will be sold for a small price by the government, and I said I should attend the sale and purchase there. Mr. Isaacs and Mr. Rogers appropriated *a number of articles to their own use.* The balance they took to the collector.

P. J. JOACHIMSON.

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Question. Are they still doing that?

Answer. I do not know, for the custom-house, so far as the bar is concerned, is a close corporation, Mr. Craig or Mr. Dunning being generally the counsel for the other side. I have known instances where my clients reported to me that they were directed by the custom-house officers to go to Mr. Dunning or to Mr. Craig. * * * I know one man from Chicago came to me in a seizure case, where a number of diamond rings had been taken off his wife's fingers. They were appraised to the amount of $2,000 or more. They charged he was smuggling, and while I was negotiating he was actually taken by a custom-house officer to Mr. Dunning. * * * The man came to consult with me, and the next time he came and saw me with his friend he showed me Mr. Dunning's direction in Mr. Isaac's handwriting, given him by Mr. Isaacs, telling him to go to that man and he would settle it. They pretend that they will take the men to Mr. O'Conner, the greatest lawyer in New York.

Question. What is the effect of the present system of collecting the revenues, or rather of enforcing the revenue laws?

Answer. The present system is a very unsatisfactory one. It protects neither the rights of the importer. It makes the whole thing a matter of dollars and cents as between the revenue officers and the importers, with this disadvantage to the importer: that no merchant, for the sake of his credit, can afford to have it known that he has any difficulties with the custom-house. It ruins him.

* * * * * * * * * *

Question. Is it not as easy, in the honest discharge of duty, to prevent smuggling in this port as it is to prevent slavers going out of this port?

Answer. It is more so if the intent and spirit of the law is fairly carried out.

Question. The fact that subordinates accept presents from merchants and others, and the fact that the revenue officers will compromise for less than the appraised value, would have a tendency to encourage smuggling?

Answer. It does. The fact that a man is not liable to personal penalty has a tendency to make the thing a matter of dollars and cents and mere speculation.

Question. What is the effect of this system of administering the revenue laws on the part of the revenue officers upon the honest merchant doing business here?

Answer. The merchant who desires no trouble with the custom-house will have invoices at higher rates than the market value, having his private invoices and selling at lower rates. * * * * * *

Question. When goods are seized in the store of the merchant, though improperly by the revenue officers or their subordinates, what remedy has the merchant?

Answer. None whatever. He must await the decision of the suit.

Question. Then the merchant is entirely at the mercy of the collector and his subordinates?

Answer. Yes, sir; and not until after the suit against the goods has been determined has he any rights whatever. * * * * *

Question. I understand you to say that in many cases the merchant, to save his credit and reputation at home, and with the houses abroad, would settle by paying money when he felt that there was no just claim against him?

Answer. Yes, sir; and it is the constant advice given.

Question. Is there an additional reason to save embarrassment of their business by the revenue officers?

Answer. Certainly. Men who have difficulty with the custom-house find themselves embarrassed in all their subsequent transactions by delay, &c.

SAMUEL G. OGDEN, auditor in custom-house, sworn:

Question. Where money is paid voluntarily do you give receipts?

Answer. *The collector has given receipts, but where he has done it he has required a consent from the counsel of the parties, because otherwise there might be a claim upon him for having extorted the money or something of that kind.*

Question. Is it proper for him to give a receipt where money has been paid voluntarily?

Answer. *Yes, sir; and this consent of the parties shows that the thing is voluntary upon their part; that it is not exacted; that it is not levying black mail.*

HORATIO F. AVERILL, sworn:

Question. How came you to go to Mr. Dunning?

Answer. Isaac suggested that Mr. Dunning was familiar with the practice.

Question. Was he anxious you should go there?

Answer. Rather; he seemed to be.

SIMON MENDELSON, sworn:

Question. Where do you reside?

Answer. In this city?

Question. Have you had any business connexion with the New York custom-house?

Answer. Yes, sir; they have seized my goods.

Question. When was this?

Answer. Quite recently; in December last. One day they came to my store; the office is quite small, but there were eleven custom-house officers in it. * * *

Question. Who were present?

Answer. There was of the chief authorities Mr. Dennison, the naval officer; there was Mr. Andrews, he was there only for a moment; there was Mr. Brown, chief, I believe, of subordinates, and Isaacs and Archer.

Question. Who said it was implied in the warrant to seize your books?

Answer. The man who read the paper, I believe it was Mr. Brown.

Question. Was there any such authority in the warrant?

Answer. No, sir; only to seize my goods.

Question. Did they seize on the books?

Answer. They had; I was not in when they came; when I came the clerk told me. The first thing they did was to jump to the safe and take out the books and handed them to one man, who went down stairs and away with them. While I was there they opened every drawer, and wanted me to open a private book having a lock on it. I said I have nothing to fear; I can open it if I want to, but I said I do not like to see such proceedings; I do not think you have a right to come into my office; but as they were going to wrench the lock off I opened it.

Question. What was the book that had the lock on?

Answer. It was a private ledger, which had no reference to the business.

Question. They took that?

Answer. Yes, sir.

Question. Did they take your bank book?

Answer. No, sir.

Question. Did they take your private papers?

Answer. They made a selection.

Question. What then did they do?

Answer. They said the next morning I should go to the custom-house, I believe to the surveyor's; and they told me to go to the naval officer. I went there, and I said, "Mr. Brown was yesterday in my store, will you now tell me what the object of the seizure was, and what are your charges against me?" They said, "you are charged with having made fraudulent entries, with having defrauded the United States of duties." I said I am not aware of it. Where is it? They said it would take some time to make it out. They would in a few days show me the charge. It took some days: I forget how many.

Question. They could not tell you right away?

Answer. They could tell the nature of the charge but they could not specify. They said they must first look at the books; they must make it up, in fact, and that would take some time; and, in fact, they said they wanted a translator to translate French letters, &c. Some time afterwards I went up again and asked them if they were ready to tell me the charges against me. I wanted to know the specification. They showed me a paper about eighteen inches long, on which they made out, as the sum and substance, that I had not paid the duties on $1,500 worth of goods. These $1,500 were made up by a dozen or more importations.

Question. Different invoices?

Answer. Yes, sir.

Question. At different times?

Answer. Yes, sir; a dozen or more invoices, imported at different times, which they found did not quite correspond with figures they found in the books. I have paid the United States about $40,000 duties. Do you think, I asked the naval officer, that, for the sake of saving a paltry $200, that I would go to defrauding the United States, when the duties actually paid are of that amount? They said that was all very well, but they would proceed against me. Well, I told them they might. They had taken away all the goods I had in the store,

still the specifications which they made did not include but one single case of what they found in the store.

Question. After they took away your books what did they do with your goods in the store?

Answer. They put officers in charge.

Question. What then?

Answer. They next said they would proceed against me.

Question. What did they do with your goods?

Answer. Afterwards they took the goods away.

Question. All the goods in your store?

Answer. Yes, sir.

Question. Where did they take them?

Answer. Corner of New street and Exchange place.

Question. What was your business?

Answer. Leather, calf skins; they took even domestic goods I had in the store.

Question. Even goods never imported?

Answer. Yes, sir.

Question. How many of the goods they took away were mentioned in the invoices which they claimed to be fraudulent?

Answer. Only one single case. I am sorry I do not know the amount, but was not $500 out of $20,000 or $16,000.

Question. You had about $16,000.

Answer. Yes, sir.

Question. There was not over $500 mentioned in the fraudulent invoices, as they claimed.

Answer. Not over $500.

Question. Did you remonstrate with them on that point?

Answer. Yes, sir. I said, you have taken away all my goods; in the specification there are but one or two cases that can come under this. They said, Oh, well, that is not so.

Question. You know it was so?

Answer. I know that it was so.

Question. Did your books show as you have stated?

Answer. They showed me the specification in which they said so and so. There is a difference of $50 on this invoice; on this invoice is a difference of $20; on this invoice a difference of a $100.

Question. How did they make out this difference?

Answer. By difference in charges they made out, in fact, in a dozen invoices that there was an undervaluation of $1,500. On a single importation that would be a very trifle.

Question. How long a time have these computations been running through?

Answer. I have been in business in New York since the month of August, 1860.

Question. They claimed a little on one invoice and a little on another.

Answer. Yes, sir; and in that way. You know the charges on goods are considered as belonging to them, such as charges for packing and shipping, charges on the other side, for instance, from the place of manufacture to the place of shipping.

Question. Was that the matter they went into?

Answer. They did not go into details.

Question. Did they charge that the goods were undervalued, or that the invoices did not have the charges on the other side?

Answer. They did not go into details. They said I had defrauded the United States on duties on $1,500.

Question. You did not understand whether it was an undervaluation or an omission to put on the charges on the other side?

Answer. They said it was undervaluation.

Question. They took those goods as stated, and of all those goods there was but one case covered by the invoices?

Answer. Yes, sir. They took also an importation, I forget how many cases, which had come in at that time.

Question. They took those from the ship?

Answer. Yes, sir.

Question. Did they charge that those were undervalued?

Answer. Yes, sir; all was included in the $1,500; in fact, they wanted to make out that, perhaps, on $200,000 the duties had not been paid on $1,500.

Question. Had those goods been undervalued, in your judgment?

Answer. Not a particle.

Question. In your judgment, you had paid the full and legal amount of duty to the United States?

Answer. Yes, sir. I also said, if you consider me dishonest it is very easy to get at the true value of the article; there are plenty of people that deal in it. I also told them they should compare my invoices with the invoices of others in the same business. I was answered, we don't believe in invoices; in other words, all the world are rogues.

Question. They took away your goods and you got their charges against you. What else was done?

Answer. I told them to proceed against me. The next step to proceed against me was to have those goods valued, and then I would have to give bail, two sureties, each for double the amount of the goods.

Question. That would have been over $30,000?

Answer. Yes, sir; I would have to give $100,000 security.

Question. Did you consult a lawyer?

Answer. Yes, sir.

Question. Who?

Answer. Mr. Dunning.

Question. How came you to consult Mr. Dunning?

Answer. He was recommended.

Question. By whom?

Answer. I know it was one of them; but, surely, I could not tell the name. There were three different people who took me aside and told me I should employ this man and that man.

Question. Who took you aside; these custom-house officers?

Answer. Yes, sir.

Question. Who did they tell you to employ?

Answer. Mr. so and so.

Question. Who did they name?

Answer. Mr. Craig; one said Mr. Craig or Mr. Dunning.

Question. Did they name any others that you remember?

Answer. No, sir.

Question. Who named them to you?

Answer. That I could not be sure of.

Question. What did they say when they took you aside?

Answer. All said this matter will be blown over soon. Of course, I looked rather glum. I saw this was the commencement of ruin, which it really might have proved. They said go to this man. As I heard that Mr. Dunning was partner of Charles O'Connor, as I knew that, or got to know that, I went to Mr. Dunning.

Question. When I first asked you who first recommended you to go there, you hesitated to answer.

Answer. Yes, sir.

Question. Why should you hesitate to answer?

Answer. I do not know who told me so, and when I have employed a lawyer I do not like to bring him into any trouble. I do not know that he has done any wrong in it.

Question. They advised you to see Mr. Dunning, and you went there?

Answer. Yes, sir.

Question. What did you do then?

Answer. Mr. Dunning went at it to get the matter in shape. I thought if I proceeded against them, or let them proceed against me, (I threatened to sue them if they did not sue me quick,) I would get my books back, so I could proceed with business; but I never could get my books, still less could I get my goods; it was so clear and patent that they wanted to force me into something.

Question. They were not willing to let you have your books?

Answer. No, sir; they said they wanted them. When I wanted any satisfaction, they said, in a little while; and the little while ran on, and ran on; in fact, I would have been ruined if I had not come to something. They would have kept my goods on the strength of what they called a seizure. They could proceed against but one case. They might as well have given back the others; but there was nothing of the kind done. Times were not easy at the time, and it was not easy to find securities for $60,000 each; besides, I did not like to ask friends to go security. Moreover, if I had brought those securities I was told it was their option to reject them.

Question. Who told you that?

Answer. Mr. Dunning. And then I should have to leave them the goods; and I was told, and I knew also, that a suit with the custom-house might take a couple of years.

Question. Who told you that?

Answer. Mr. Dunning; and I believe it is so. I saw it shown among merchants that, if you have a suit with the United States to recover anything from the United States, it requires a couple of years to come to a decision. I saw if I could not get my books or goods, if I let the thing run on, I would be a ruined man, because the business season was approaching. I was then told the matter could be compromised.

Question. Who told you that?

Answer. Mr. Dunning.

Question. What then?

Answer. I had strenuously opposed any compromise, until I came to the full conviction that, if I did not do such a thing, I could not get my books and could not import anything; in fact, that I was entirely under their power. Finally I consented to compromise.

Question. Had Mr. Dunning advised a compromise before this time?

Answer. No, sir; Mr. Dunning did not.

Question. Who did recommend a compromise?

Answer. He told me that they wanted a compromise; he told me such a thing could be compromised.

Question. He reminded you why it had better be done—how long it would take?

Answer. Yes, sir; he told me the chances; he did not advise it. At last they got me so that I could not go on with my business.

Question. What was then done?

Answer It was compromised.

Question. What did they first ask you?

Answer. I told Mr. Dunning I wanted to know what they would let me off for. The answer was, it was to correspond to the amount of importation—the

amount of goods seized; it was something like $10,000 or $12,000. I was given to understand that. I never saw them directly. Mr. Dunning told me so; that was their estimate.

Question. They wanted $10,000 when their only charge against you was the deficiency of duty on $1,500?

Answer. Yes, sir.

Question. What then?

Answer. They took $5,000. I finally told them I would not mind a couple of thousand dollars to get rid of them; finally they said $6,000 or $7,000; finally they took $5,000. I considered it an extortion, and nothing else.

Question. When they took these goods in your store, did they have them appraised?

Answer. No, sir; they were going to have them appraised; they were going to proceed against me; they were going to do everything.

WM. W. THOMAS, a custom-house broker, sworn:

Question. Do you know whether respectable merchants, for fear of difficulty with custom-house officials here, also have their goods charged higher than they are required to do in their invoices?

Answer. Yes, sir; I have had a case within the last two months, where I had a large invoice of tobacco. I was ordered by the importer to enter it, making an addition, at the time of the entry, of, I think, 15 per cent., for the purpose of avoiding any trouble—the party at the same time representing that the tobacco was invoiced at the correct value; but, in consequence of difficulties which other parties had had, or which he feared rather than have any trouble, he would pay the duty on the additional 15 per cent.

Question. Was this an honorable house?

Answer. A house of very high standing. * * * I make it a point in my business, whenever this question is submitted to me, to advise the importer, in all cases where he has any doubt in the matter, to make a heavy addition, so as to avoid any difficulty, even when the invoice price is fair and honest.

Question. Is that frequently done?

Answer. Yes, sir, it is; it is of very common occurrence.

Question. With our best importers?

Answer. Yes, sir; and on articles of their own purchase, where they think another party may have paid more for them.

Question. Where they purchase goods for themselves, pay the price in the foreign market, they make an addition beyond that?

Answer. Yes, sir; for instance, two parties go abroad; one buys heavily with cash in hand, having an advantage over an order sent from New York. He buys a large quantity of goods. In such cases as that cautious men are in the habit of adding to their entries to prevent difficulties. I do not suppose that during the last two years I have scarcely entered any article of brandy without making an addition beyond the price for which it was purchased. * * *

Question. What class of houses have generally had their goods seized?

Answer. Generally the houses of foreigners.

Question. Have you any reason in your mind why they should seize foreign houses rather than others?

Answer. They are less prepared with friends to assist them, and there is great delicacy in foreign houses as to asking other houses to bond their goods. Foreign houses are pretty cautious about signing their names to bonds.

Question. If I understand you right, as to the machinery of the custom-house, the importer is entirely in their hands as to the appraisement of the goods?

Answer. Entirely, sir; he has no voice at all in the matter. * * *

Question. Can efficient officers, to a great extent, prevent smuggling in this port?

Answer. I think they can prevent it entirely. I think that whenever any smuggling is committed it is owing to the negligence of the officers of the port, to a great extent.

Question. Is it not as easy, in your judgment, to prevent smuggling as to prevent fitting out slavers in this port?

Answer. Quite as easy; and with regard to undervaluation there is no difficulty whatever, that the board of appraisers, properly constituted, should prevent anything of that kind.

Question. Is there any necessity, in an efficient and honest discharge of duty on the part of the custom-house officers, that invoices should run from month to month and from year to year without undervaluation being detected?

Answer. No, sir.

Question. Ought it not to be detected at the time the goods are present to answer?

Answer. Yes, sir.

Question. Can you find any excuse for the custom-house officers, after the lapse of six months or a year, to then pretend to discover that there has been a fraud?

Answer. No, sir; if the proper appointments are made it is impossible for goods to pass undervalued, except at a slight percentage.

Question. It would not then be possible for the goods to get from the warehouses into the merchants' stores at an undervaluation?

Answer. No, sir; there might be a slight undervaluation; there might be a difference of opinion sometimes from five to ten per cent.

Question. If these men understand their business they will detect the under valuation at the time the goods are in port?

Answer. Yes, sir.

Question. Are not these men as capable of knowing the undervaluation at the time they are first entered into the port as years afterwards?

Answer. Yes, sir; they ought to know them at the time, because the valuation is to be at the time of the shipment. Here are, for instance, half a dozen men importing goods of the same kind; out of this half dozen they know there are several correct men, and they can take those as standards and test the value by these standards.

THE LABOR CONTRACT.

The next subject of inquiry was, what is generally known as the labor contract for hauling goods from ships and bonded warehouses to the appraiser's store, and all the labor of handling while there, made in August, 1859, to extend three years from the 5th day of September following.

This contract was made by collector Schell, approved by Howell Cobb, then Secretary of the Treasury, on the one part, and W. N. McIntire and his associates on the other.

This labor was formerly employed by the collector, and it was claimed much was to be saved to the government by this contract. Many democrats during Buchanan's administration opposed it; and in the 36th Congress a committee was appointed to examine in relation to the same; but the attempt to annul it was unsuccessful. At the commencement of this administration, Mr. McIntire and his associates were fearful that it would not be sanctioned, if in their hands—they being democrats; and they sold or pretended to sell their interest in the contract to Simon Stevens and Luther B. Wyman.

On the 5th day of February, 1862, I introduced the following, which was unanimously adopted in the House:

Resolved, That the Secretary of the Treasury be directed to furnish this House with a copy of the contract made by him or his department for handling, opening, assorting, and general delivery of foreign goods in the city of New York, usually called the labor contract or general orders contract; and shall also inform this House whether the said labor is now done by the original parties to said contract, or whether said contract has been assigned; if so, to whom, and for what consideration. Also, who are the owners of the warehouses where said goods are stored, and what rents are paid for their use.

This contract was profitable, and party machinery must be brought into play, if possible, to save it.

Mr. Stevens was one of the parties who advanced, in fact, but little of the money, and Mr. Wyman the other, who seems to have not been known in the transaction at all, further than using his name, while William Allen Butler, then and now law partner of Collector Barney, was the lawyer of the transaction, and who received Mr. Wyman's share of the contract. He says "that the nominal consideration for this transfer was $20,000. I understood that, to a considerable extent, an interest of the original contractors was retained." Speaking of Mr. Wyman, he says, "my knowledge of him led to his being selected, with the consent of all parties, to act as *attorney* in conjunction with Mr. Stevens, and to take the transfer jointly with him."

So everything was supposed to be quietly arranged in the law office of Barney & Co. to weld that contract on this administration, but the whole matter was so apparent that when the attention of Secretary Chase was called to it he refused to renew it.

A very significant fact is the overshadowing influence which the contractors had over Collector Barney in removing and appointing to office. Whether the mere fact that the business was transacted in his office, or more substantial reasons weighed, the public must judge from the circumstances.

The country is benefited by the breaking up of this contract, for Mr. Barney swears it will probably save to the treasury $37,000 annually. I have no doubt that a labor contract let to the lowest bidder would save an additional $37,000.

The original contractors had also a large portion of the general order business on the North river, in fact, the most lucrative part of that monopoly. It will be remembered that the collector has control and can designate those stores which shall be allowed to store goods on general order. It was not only suggested to the original firm that there was danger that a republican administration would fail to renew this contract in democratic hands, but it was intimated that the general order business would be taken from them unless other parties were taken in the contract. Mr. Barney had control of the general orders, and the contractors must have been fully satisfied that some one had authority to speak for Mr. Barney; so, rather than loose the whole, they surrendered a part.

The following is a portion of Mr. Stevens's testimony, taken December 22:

Question. Were you, or were you not, interested in what is called the labor contract at the public stores?

Answer. I was.

Question. From what time to what time?

Answer. From the 11th of May, 1861, until about the 6th or 7th of September, 1862.

Question. Who else was interested with you in the contract during that time?

Answer. Mr. Luther B. Wyman.

Question. Any other person?

Answer. *I know of no other person directly interested.*

Question. Any other person indirectly?

Answer. I represented one half the contract and Luther B. Wyman represented the other half.

Question. Be kind enough to tell us whether anybody else had any direct or indirect interest in it?

Answer. I represented one half of it; it was in my name; I bought it and paid for it. * * * * * * *

Question. Did anybody have any indirect interest in any portion of the contract except what you represented?

Answer. I have only my suppositions.

Question. What do you know about that matter?

Answer. That I was requested to pay one half of the profits, whatever they might be, over and above expenses, to William Allen Butler. Mr. Butler stated that he was the attorney for Mr. Wyman. Payments were so made and receipt therefor given by William Allen Butler, as attorney for the first two payments. Subsequently receipts were given by him for money paid to him, signed in initial, "W. A. B." Then and from that day all payments were made to him and receipts given by him, and so signed, with the exception of some few payments which were made to George W. Parsons, who sometimes receipted for them, simply "G. W. P.;" on some occasions "W. A. B. per G. W. P.," and sometimes "G. W. P. for W. A. B."

Question. Who is this William Allen Butler?

Answer. He is of the law firm of Barney, Butler & Parsons.

Question. Who is this Mr. Parsons?

Answer. He is of the firm of Barney, Butler & Parsons.

Question. Who is the Barney of that firm?

Answer. Hiram Barney, collector of the port of New York.

Question. Is that firm now in business here?

Answer. Yes, sir.

Question. Did you pay any of these proceeds to Mr. Wyman himself?

Answer. No, sir.

Question. Did Mr. Wyman himself direct you where to pay those proceeds?

Answer. He did not.

Question. Did you have any authority directly from Mr. Wyman to pay them as you did?

Answer. Simply on the day of the execution of the papers Mr. William Allen Butler said, in the presence of Mr. Wyman, this in purport: "As I am the attorney for Mr. Wyman, the net proceeds of this contract will be paid to me."

Question. Did Mr. Wyman assent to that?

Answer. Mr. Wyman nodded assent.

Question. You took no paper to protect you for such payments?

Answer. I did not, nor have I any such papers.

Question. Do you know, from Mr. Wyman or otherwise, whether Mr. Wyman had any interest in this contract beyond the use of his name?

Answer. *Mr. Wyman has on several occasions stated to me that he had no interest, direct or indirect, in the contract otherwise than the use of his name.*

Question. Did he tell you who had the interest represented by his name?

Answer. *He said he knew of nobody in this matter except William Allen Butler, who claimed to act as attorney for the parties actually in interest.*

On the 3d day of January Mr. Butler was sworn. I was not present at his examination. I say this in justice to myself, for it seems almost impossible that his examination should have been concluded and he not asked who were the real parties in interest whom he represented when that was one of the subjects of investigation. Only three questions were put to Mr. Butler. The first as to his residence and business; the second, "have you read the testimony taken before this committee touching the transfer of the labor contract?" and the third, "have you any statement to make touching your connexion with that transfer of interest under the so-called labor contract?" Mark the gentleness of the interrogatories. Was it because he was law partner of Mr. Barney? I know not. Among other things, to the last question, he says: "But whatever information I had on the subject was derived in the course of my professional employment, and I acquired no positive knowledge about it. Funds were placed in my hands by *parties in interest.*" He evidently did not mean Stevens or Wyman; he nowhere states who were the *parties in interest*, and most strange of all, he was not asked.

The connexion of the general orders with this contract shows irresistibly who were behind the scene, because they there worked in happy unison.

The following evidence will establish the positions above stated:

HENRY A. CARGILL, sworn:

Question. Do you know about the general order business?

Answer. It was not under my supervision. I had charge of the labor contract then. I had charge of 12 Broad street. I was deputy collector of that division.

Question. Were you there before that labor contract was given out?

Answer. Yes, sir; I had charge of the labor contract then.

Question. This contract was held by Bixby, McIntire & Co.?

Answer. Yes, sir; Mr. Craig was one of the partners.

Question. They held that until what time?

Answer. I do not know the exact month, but it must have been until Mr. Barney had been there three or four months.

Question. How came they to sell out?

Answer. *They were compelled to sell out;* I heard that they could not keep the general order store, that it would be given to some one else if they did not sell out this contract. They sold out, and got $21,000 cash for the labor contract. They got a check from Barney, Parsons & Co. for a part of the amount. I never saw the contract, and know of it simply from what Mr. Stevens and Mr. McIntire told me. I asked them what the contract was worth to them, and they told me about $10,000 each, but now it appears there was so little doing, and so little cartage, they would make at least $60,000 a year after this. As long as there was no business doing they cut down the quantity of labor.

Question. Who told you this?

Answer. The conversation happened between McIntire and myself, and Simon Stevens, who bought the contract out. He said it was a little thing, and that it was all right at headquarters. I asked him who was in it, and he said it was all right. He said to me, you are all perfectly straight, and you need give yourselves no uneasiness. I had offered to resign. After he came he wrote and said he was not ready to accept my resignation. I had charge of 12 Broad street, and he told me he wanted me to work the contract. He wanted me to post him up. I was perfectly safe there. He told me it was a little ring; it had been all settled up, and the same intimation was given me by Mr. McIntire. I understood from Mr. McIntyre that he could not hold it any longer, that he was compelled to sell it, that the contract would be broken up, and he was compelled to sell out.

Question. At this time Mather & Co. had the store for the general orders?

Answer. They had the general order store for all the goods sent to the east part of the city.

Question. Have they still possession of them?

Answer. They had to sell them out with the contract.

Question. They could have held their labor contract, and all that Mr. Barney could have taken away was the general order?

Answer. They could have taken away the general order, but they could have held the contract, except that they might have made a row about it and broken it up.

Question. Why was not this labor contract good?

Answer. They could only have broken it up by bringing it before Congress, and they thought best to sell out because of intimations made to them.

Question. Do you know who negotiated with McIntire & Co.?

Answer. I heard, but do not remember.

Question. What interest had Mr. Stevens?

Answer. I do not know.

Question. Do you know whether any percentage is paid for general orders?

Answer. I never heard of it; whether there is anything of that kind going on I have no idea; they used to say that Waldron made a good deal of money; he was poor when he went in there, but he went out worth seventy or eighty thousand dollars?

Question. What is the effect or result of allowing revenue officers to have a part of the property or money resulting from the sale of seized goods?

Answer. Well, sir, it leads to a grasping disposition on the part of the collector, the naval officer, and the surveyor, to get a large sum of money; and very frequently great injustice to the parties.

Question. Is it necessary to prevent smuggling that a part of the proceeds should be distributed among the revenue officers?

Answer. Not at all, if men do their duty for which they are paid.

Question. In your opinion would not the laws be better administered, and justice done better to all, by not allowing the revenue officers to share in the seized goods?

Answer. I do not think there would be as much vigilance, perhaps; it is all done to get this large sum of money; it is not done to stop frauds as much as to get this large sum of money.

Question. But the real watchfulness is by the men who receive no share in this forfeiture?

Answer. Yes, sir.

CYRIL H. BRACKETT, sworn:

Question. Where do you now reside?

Answer. In Brooklyn.

Question. Have you been employed in the custom-house? and if so, state how long, and when.

Answer. My office is 115 Nassau street, New York city. A clerkship was created, to which I was appointed by Secretary Guthrie, in July, 1856. I remained employed in the custom-house until October, 1861—first for a little over three years, in the custom-house proper, fourth division. I was then transferred to the sixth division, to a place as a clerk in the United States public store, (then at 12 Broad street.) I went to 12 Broad street in October, 1859; was there for two years. I became, while in the United States store, familiar with the duties of the place I kept and the general duties of those surrounding me. About two months previous to my going there the contract for doing the work and labor of the United States store was made by Mr. Schell, who represented Howell Cobb, Secretary of the Treasury, with John C. Mather and his associates. Very soon after I went to the United States store as clerk I became satisfied that the contract was a bad one for the government—pernicious in its influence. I took occasion to say so to my friends and other parties. I also wrote two or three articles for the Brooklyn and Kentucky papers, calling attention to it, and expressing a hope that as the Secretary of the Treasury had, at that time, retained the right of rescinding it, he would do so. Soon afterwards, to wit, in November, I was called upon by John C. Mather at my desk, who gave me to understand that he had perused my articles and heard of my speaking against the contract. Upon that occasion he stated to me that if this was persisted in I should be removed from my position as clerk. I paid but little attention to the views he expressed, and continued consistently the line of conduct that I had adopted, writing articles afterward. About that time Mather stated to me that his influence with Mr. Schell, the collector, and Secretary Cobb, was pre-eminent; that the contract would be continued, whether advantageous to the service or not. During my clerkship in the United States public store John Dempsey, sworn clerk, appointed by the collector, paid by the United States government constantly, each week made the pay-roll for the contractors. He was employed about half his time doing that, and the rest of his time did little. Mr. Baum, a clerk in the storekeeper's office, called the roll for the contractors in the morning, and did other duties for them. In the spring of 1861 the United States store was removed from 12 Broad street to 56 Broadway, and some other numbers. The acting storekeeper, Munson Gray, chalked out or measured out a place for the storekeeper's office in the building. A large number of offices were made; the offices for the appraisers were formed. The offices for all the examiners were also formed; but, as I remarked, Major Gray marked out a place, on the floor, for the United States storekeeper's office. He soon found that place was taken possession of by the contractors. It was finished in a gorgeous manner for an office in that locality, at the expense of the government. It has been constantly occupied by the contractors, who are Mather,

Bixby & Stevens. The expense of finishing the office must have been $400 at least. That office they have since kept, rent free, and the United States storekeeper's office was kept in a shingled, dilapidated room, from spring until October. During my clerkship in that office, in the spring of 1861, Mr. Mather claimed to have sold out a large share of his interest to one Simon Stevens, a man by the name of Wyman, and other parties not remembered by me. He, however, remained during the entire summer, closely attending to the locality, being there frequently, and is there now. Stevens, who also claimed to be one of the contractors, was also constantly there. Both Mather and Stevens claimed to have a controlling influence over the clerks in the office, and to be capable of removing or placing them at pleasure.

Question. Has Mr. Mather said anything to you since Mr. Barney has been collector about finding fault with this contract, and what he could do with Mr. Barney against you?

Answer. Yes, sir. Mr. John C. Mather stated to me in September, 1861, that he had no difficulty in managing Collector Barney; that he could have me removed any day; that he managed Mr. Barney very easily—there was no difficulty in the world about it; to use his words, that he was easily mesmerized; that he had got along passably well with the late collector, Schell, but sometimes Schell would be obstinate and exhibit Dutch resistancy, but that with Barney there was no difficulty in the world, and claimed to have with him Mr. James Humphrey, late law partner of Mr. Barney, the three being bosom friends.

Question. What was the application he made of this?

Answer. To show me how readily he could demolish me.

Question. Did he make some allusion to your opposition to this contract?

Answer. Yes, sir; he said in that matter that I had not spoken well of the contract, and that such remarks would cause my removal.

Question. How long were you a clerk in the public store department?

Answer. Two years.

Question. Were you there before this contract was made?

Answer. About two months after it was made.

Question. Did you know anything about the expenses which these men were subjected to every week in carrying on this contract?

Answer. Some weeks I did and some weeks I did not; my remembrance is that I have seen pay-rolls footing up less than $500 per week.

Question. Is the amount paid by the government for having this labor done there vastly more than the necessary expenses of having the labor done?

Answer. The work was offered to be done at sixty per cent. after it was given to them, by William M. Tweed, and he offered to give real estate security; he is a responsible man. He was anxious for the contract. Since that time, I learn that half a dozen individuals of responsibility have offered to do the work and take the contract for fifty per cent.

Question. Did Mather give you to understand how he obtained this contract?

Answer. On one occasion he said he obtained this contract from his long personal intimacy and subserviency to Howell Cobb.

Question. In what respect—where had this intimacy taken place, and what relations had they sustained of business or otherwise?

Answer. He was not as explicit in reference to that as he might have been, but he said he had known Mr. Cobb intimately; and he had always sustained his pretensions privately for the presidency.

Question. Did he speak anything about his relations to railroads in Georgia?

Answer. He said he had relations with Cobb in Georgia in reference to business matters, and intimated on one occasion that Mr. Cobb had been his lawyer in connexion with contracts there on railroads, but he was not minute.

Question. He did not give you any detail of their railroad operations in Georgia?

Answer. Not anything of the kind. He said, upon two occasions, that Cobb and he were as intimate as two brothers. Mather stated to me, while he was canvassing the third congressional district, in the autumn of 1860, that he would certainly be elected if patronage and money could elect him. Upon a suggestion of mine that there were prejudices against his patronage and contract, he said he knew there were, but he controlled the channel of obtaining labor in the custom-house and stores; that that was a very great political power. He gave me that fact as a reason why he should be a democratic candidate for the House of Representatives. After he took the field as a candidate nominated by a portion of the unterrified democracy, he did put men on for different purposes in addition to the usual number. These men were very promptly displaced; as soon as he left the ring, they were kicked out very quick.

* * * * * * * *

Question. Did he say through what particular influences—did he say anything to you about Mr. Barney?

Answer. He said, in reference to that point, that he was enabled to do that from his intimacy with the law firm of Butler, Barney & Humphrey, from his entire control of some of the members of that concern.

Question. Did he say, at any time, that this was forced upon him as a matter of necessity by Barney or his friends, so that some one else should be interested?

Answer. Yes, sir; he upon one occasion stated to me that this arrangement—this change—was forced upon him by the necessities of his position, more especially by the collector.

Question. Did he explain why?

Answer. Only that they wished to make some money out of it.

Question. Did he say in this conversation how he was approached in this matter?

Answer. No; he did not go into minute particulars, but he said, upon these occasions, that he had himself put the project through, knowing the necessity of it.

Question. Did he say it was necessary in order to save this contract, to prevent its being broken up by the Secretary of the Treasury?

Answer. Yes, sir. He said it was necessary to take in republican material.

Question. In order to save the contract?

Answer. Yes, sir.

Question. He expressed fear—thought certainly that the contract would be overthrown if he did not do this?

Answer. Yes, sir; he did in every instance—a half a dozen instances—always give that as a reason why he had taken this man into the contract, but claimed the lion's share himself after all.

Question. You just spoke of the collector being connected with the matter?

Answer. Yes, sir, through Mr. Humphrey.

Question. Since this contract has been obtained and other parties taken in, have Mr. Mather and Mr. Bixby both been interested about the storehouse?

Answer. Mr. Mather more so than he was previously.

Question. How about Bixby?

Answer. He was during the summer at the United States store more frequently than he was previously.

Question. Who of the new firm?

Answer. Mr. Stevens.

Question. Mr. Humphrey?

Answer. Mr. Humphrey made occasional calls at the store.

Question. Mr. Wyman?

Answer. He is unknown at the establishment to me and others.

Question. How did you learn that Mr. Wyman was interested in the contract?

Answer. Only from Mather's declaration, and from his name appearing in the pay-book.

Question. As one of the contractors?

Answer. Yes, sir. Stevens, Wyman & Co.—that is the way I have seen the receipts. A relation of this Mr. Wyman was appointed also as leading clerk in the storekeeper's department.

MUNSON GRAY, sworn:

Question. Has Mr. Stevens made requirements upon the government officials to obey orders?

Answer. They have two clerks that they employ that are paid by the government.

Question. Doing this work?

Answer. Yes, sir.

Question. What clerks; what is their position?

Answer. C. W. Baum is one.

Question. What salary?

Answer. $1,100.

Question. Who is the other clerk?

Answer. John Dempsey. I think he has $800.

Question. What is their proper duty to the government; what offices do they fill as government officials?

Answer. Baum is receiving clerk, to receive the goods; and Dempsey answers questions from the books, and is general clerk in the office.

Question. That is what the government expect of them?

Answer. Yes, sir.

Question. How do they occupy their time?

Answer. Baum acts as foreman for the contractors.

Question. Doing what?

Answer. Foreman of the laborers of the contractors; he calls the roll and keeps an account of time and labor.

Question. What does Dempsey do?

Answer. He makes out the pay-roll, and attends to paying off the men.

Question. Do these two men do any other work except this, of any amount?

Answer. They do some; they do other work, but the work for the contractors takes off a good deal of the time for the government.

Question. Does it destroy pretty much or nearly the value of their services to the government?

Answer. I think, in the case of Dempsey, it takes about two days in a week of his time; and Baum, more or less, every day. He goes through the store, from one loft to another.

Question. Do you know whether any complaints of this have been made to the collector?

Answer. No, I do not. I mentioned the subject to Mr. Steadwell, who is deputy in charge, and he told me to let them continue on in the same way?

Question. You formerly were chief clerk and then became storekeeper, who appointed you storekeeper?

Answer. Mr. Barney.

Question. When?

Answer. I think about eight months ago.

Question. Have any other men been removed and men appointed, at the suggestion of the contractors, as you have been informed?

Answer. All the clerks in the office have been removed with the exception of his Baum and Dempsey.

Answer. And others appointed in their places?

Answer. Yes, sir.

Question. This is done at the suggestion of the contractors?

Answer. Yes, sir; I think so.

Question. Who are the contractors who appear as the ostensible owners of this contract?

Answer. John C. Mather, Francis Bixby, Simon Stevens, and Mr. Wyman. These are reputed to be the partners; it is said that there are others.

Question. Is John C. Mather still interested in the store?

Answer. He is in the office almost every day.

Question. Is Bixby there?

Answer. Yes, occasionally.

Question. Since the change in the contract has not Mather been there more than before?

Answer. I think he has.

Question. Bixby about the same?

Answer. About the same.

Question. How is it with Stevens?

Answer. He is there too.

Question. Is Mr. Wyman there?

Answer. I have not seen him.

Question. You do not know of any other parties attending personally to the matter?

Answer. No, sir.

Question. At any time did the contractors refuse to allow the store to be shut in pursuance of the rules?

Answer. I recollect one time Mr. Stevens was in his office, and the night watchman reported to me that his office could not be closed; that he had some strange man there; and it was kept open until some time after the store was closed, contrary to the rules of the store.

Question. Who furnish the night watchmen?

Answer. The government.

Question. They are sworn officers?

Answer. They are.

R. M. BLATCHFORD, sworn.

Question. Do you know anything about the management of this labor contract—the public store contract?

Answer. No, sir.

Question. Do you know about the influence which these gentlemen, who are contractors, exercise, in the removal and appointment of government officials—clerks?

Answer. I only know one instance, in which—I believe he was one of the contractors—Mr. Stevens caused the removal of a young person I felt very much interested in, and I went to see the collector on the subject, and whilst I was talking with him about it Mr. Stevens came in, and I told him that this young man had been removed; that he was a friend of mine. He (Mr. Barney) said he would not have removed him if he had known that I felt an interest in him; but he did not know it, and did not know very much about the removal. It was done by Mr. Palmer, to whom the matter was committed; he could not attend to these things at all. He sent for Mr. Palmer, and he told him he had removed him at the suggestion of Mr. Stevens. Mr. Stevens said when he came, there had been some charges against him of not having been regular in his habits—nothing against him at all as a clerk. That was the first I had ever heard of that. And Mr. Stevens said, also, that he heard that he had talked about his public store contract, and that he preferred to have some person there that would not talk

about it. The idea held out was that he was disagreeable because he had spoken about these matters. He had been there eleven or twelve years and knew everything about it, and Mr. Stevens intimated that he had another person put in his place that was more agreeable; the idea was that this man was not agreeable, and not that he had ever neglected his duties.

Question. What did Mr. Barney say about all this matter?

Answer. He did not know anything about it, at least until he sent for Mr. Palmer and Mr. Stevens. And Mr. Palmer said that Mr. Stevens said there was some charge against the young man. He told him afterwards that he wanted to see Mr. Stevens, and when Mr. Stevens came he said he had made no charge against him. The idea was that Mr. Barney could not attend to these things; he could not give his time and attention to it; that he was overwhelmed with business, and was obliged to commit it to others.

Question. This was the only circumstance you knew in connexion with these contractors?

Answer. That is all—that Mr. Stevens was the one that had caused the removal of this young man, and one of the reasons was that he had been against the contract. I applied very hard to have the young man restored, but did not succeed.

GENERAL RODER STORES.

The other matter of inquiry was the general order stores. There are many bonded warehouses in the city of New York, but the collector selects from them the general order stores. Within one day after the arrival of a vessel in port, the captain obtains a general order to unload his cargo, and all goods on which the duty has not been paid are to be taken to the stores, as designated by the collector, to receive goods under general order. The evidence shows this to be a lucrative business; goods frequently are stored but a short time, and sums are paid nearly double what the owners would have to pay in other bonded warehouses.

In the examination of the 9th of September, when the revenue officers were having the benefit of their defence, Hamilton Bruce, a deputy collector, inquiring about the subject, was asked:

Question. Can there be any favoritism shown?

Answer. No, sir; for, by direction of the collector, the goods go in every instance into the *nearest store* of the district.

Mr. Bruce was evidently trying to serve the collector "too well," for Mr. Barney in his own evidence says:

"The general order stores are designated by the collector out of the bonded warehouses. *The principle which governs me* in *selecting* the general order stores is *that the location shall be convenient* to the place where the goods which go to the general order stores are canded; that the accommodations in the building shall be sufficient lar the district to be served, and that the parties who are proprietors fo the stores shall be persons on whose responsibility and integrity I ofn rely."

Whereas the evidence fully shows that there not only was favoritism, but the collector did not make the selection, but gave the general orders to certain parties who had no stores, bonded or otherwise, and suffered them to go among those having general orders, and

compelled them to give a bonus of thirty per cent. for the privilege of retaining it. This was certainly a refinement of extortion or corruption upon the practices of former administrations. Such a thing was never known before, and was reserved for the party who had promised ourselves and the nation that official corruption was to cease, and retrenchment and reform were to be once more inaugurated. Alas! "like Dead sea fruits, they turned to ashes on the lips."

It does not appear that Mr. Barney received any part of this thirty per cent., but it is clear that he was notified of these outrages, committed by the men on whom he had showered this bounty, and he did not condemn or check it.

Some idea may be formed of the value of the general orders business on the North river side, (which one witness says was in the ring with the labor contract,) when it is shown to be worth about $200,000. And the haste with which goods are sent by general orders after the arrival of the vessel shows very much self-interest or an overweening desire to aid friends. The following evidence will establish the above propositions:

JOHN WILSON, sworn:

Question. What is the general order of storage at the custom-house?

Answer. Under the old law, vessels of a certain tonnage were entitled to a general order, that is, for sailing vessels, five days—working days—after their arrival. Well, that was changed. Before that was changed there was a law put through by Congress by which steamers had the right, if the bill of lading so expressed it, to discharge immediately upon entry, if they chose to do so. Sailing vessels have been cut down to one day after their arrival for discharging; they have the right to go to work the next day, under a general order.

Question. You say they have one day for discharging?

Answer. No; they have the right, after they have arrived here, to commence and turn any man's cargo out who has not paid his duties, who, by some fault in the custom-house or his own, has not paid his duty the first day after arrival.

Question. Who is benefited by that general order?

Answer. Always the vessel and the proprietor of the store where the goods are sent; not the owner of the goods; it is to his detriment.

Question. They get a general order for all goods to go there?

Answer. The papers are on board. Suppose you are an importer; you have got a cargo of goods coming here; the goods come here; the vessel takes her general order immediately; the store is right across the way, fifteen or twenty yards from the vessel; this is a long entry; it has taken some time to get through the custom-house; you cannot get through; there is a great rush; you have to go through all the forms, and you cannot get your permit through; you have got a hundred packages of goods, and because you cannot get your permit through those goods go into the store or on the sidewalk, and very likely do not go into the store at all, yet they will charge you for a hundred packages $125, and they have never seen the inside of the store.

Question. Formerly, you say, sailing vessels had five days before general orders were given?

Answer. Yes, sir. That was changed two years ago.

Question. To one day?

Answer. Yes, sir; one day after arrival.

Question. How is it with steamers?

Answer. Immediately on entering, if they choose, if the bill of lading so expressed.

Question. The collector has the power of giving the general order and saying what storehouse these goods shall enter?

Answer. Yes, sir.

Question. Are there different districts in the city?

Answer. Yes, sir; there are quite a number of districts.

Question. Who fixed the prices of storage of goods in these warehouses?

Answer. They generally fixed themselves. About three or four years ago a great deal was said, and there was complaint by the merchants of New York about the exorbitant charges on those things coming into this general order of storage, and a table was drawn up stating what the rates of storage should be, and I think on the largest-sized packages the rates should be forty and forty, that is, forty cents labor and forty cents storage, that is, for the first month. Labor is never charged but once; that pays for putting and taking out; forty cents storage is always charged for the first month; those are the rates, I should say. I have got a case now where we are obliged to pay something like a dollar and a half on the package, instead of eighty cents; it is a small matter. The person does not want to go to the Secretary of the Treasury or the collector, and so he lets it go.

Question. By whom was the rate of storage and labor fixed?

Answer. The complaint was drawn up and submitted to the Chamber of Commerce, and they thought that was a fair rate. The warehousemen, as a general thing, do not go by those rates fixed by the Chamber of Commerce.

Question. Have the rates been increased latterly?

Answer. Very much; they have now got up from 40 and 40 to 90 and 125, and now we do not know where they will stop.

Question. Is that generally so now?

Answer. I believe it is. I have paid a great deal of storage.

Question. Is it a matter of general complaint?

Answer. Yes, sir. I speak of my own merchants; we do business for about one hundred and twenty importers.

Question. In different parts of the city?

Answer. All over the city. We do business for Philadelphia and Boston, also.

Question. Different districts in this city?

Answer. Yes, sir.

Question. You were speaking, a little while ago, about the collector proper sharing in this; if he shares in this, it is done, of course, with the proprietors of stores?

Answer. I do not know that it is.

Question. If he does, it is done with them?

Answer. Yes, sir.

Question. You were speaking of Mr. Humphreys.

Answer. I said I always believed that Mr. Schell had some connexion with the former men in the storage business, and Humphreys bought them out.

Question. Who, under Mr. Schell, had control of the general orders of goods?

Answer. Quite a number. I do not know that I can give all of them.

Question. Mention some of them.

Answer. McIntire, Bixby & Co. was the main firm; they had the contract at No. 12 Broad street; and there was Mr. Squiers, 8 and 10 Bridge street, who, I think, was always fair and straightforward; and there was Mr. Livingston, M. S. Briggs & Co., and others.

Question. Bixby, McIntire & Co.; what had they to do with the general orders, and how were they interested in the general order of storage? had they a storehouse in which they stored goods?

Answer. Yes, sir.

Question. Where is their warehouse?

Answer. They had 56 and 78 Greenwich street, and 345 and 371 Washington street, and I think they had (I won't be certain) also 102 and 104 North Moore street.

Question. Did they own these stores?

Answer. Rented them, I believe.

Question. Are they interested now in the general orders?

Answer. I believe they are in part.

Question. Do you know who is interested with them?

Answer. No, sir.

Question. Do you know whether Mr. Humphrey is concerned in any of the stores?

Answer. Only from what was said to me.

Question. What was said to you; by whom, and where?

Answer. What was said to me was by the storekeeper. I asked if McIntire, Bixley & Co. carried on the store, (they were the former proprietors,) and he said they did not; but that Mr. Humphrey had bought them out. I asked if it was James Humphrey, broker, from Brooklyn. I was told it was. I asked if he was ever there, and he said he came in some times and looked about and went out again. I remarked that I supposed he came and got his money and then quit; that was all that was said.

Question. These men first hire the store?

Answer. Yes, sir.

Question. And then the business they do is the receiving, keeping, and storing of the goods sent there under general orders?

Answer. Yes, sir; and the more they swindle the merchants of New York, the more money they make; because they do swindle them.

Question. They do now in this high rate of charges?

Answer. Yes, sir; it is shameful, disgraceful—I believe that.

EDWARD C. JOHNSON, sworn:

Question. Where do you reside?

Answer. I reside in this city.

Question. What is your business?

Answer. I am in the bonded warehouse business.

Question. How long have you been in the bonded warehouse business?

Answer. Nearly ten years.

Question. Where are your stores?

Answer. 6, 8, and 10 Bridge street.

Question. Are you alone?

Answer. Of the firm of Squire & Johnson.

Question. You have been in the bonded warehouse business ten years?

Answer. Yes, sir.

Question. During that time have you stored goods under the general order?

Answer. Part of the time. This general order business was not established until during the last five or six years.

Question. How were goods given under the general order?

Answer. The collector had power to send them to any store he pleased.

Question. And the collector would send them to your store?

Answer. Yes, sir.

Question. It is now five or six years since the system of general orders was introduced?

Answer. Yes, sir.

Question. Still the collector has the power to send where he pleases?

Answer. I think he has.

Question. And can change it at pleasure?

Answer. Yes, sir; this collector has changed it. There is no law of Congress about it.

Question. Is this city divided into districts?

Answer. Yes, sir.

Question. How many districts are there now?

Answer. There were before the present collector came in more than now. The districts on the East river are from Battery to Wall street, from Wall street to Pier 45, and from Pier 45, all above on the East river. The vessels coming within a given district are required to discharge at the store of their district.

Question. Previous to five years ago there was a special order made in every case?

Answer. Yes, sir; except that if a merchant has regular invoices, and all straight, he can put them where he pleases.

Question. But if he cannot get his orders through the custom-house before the time for unloading, they have got to go under general order?

Answer. Yes, sir; merchants sometimes, instead of getting merchants' orders prefer to put their goods in bond, because they do not want to pay duties on them immediately. We took in ten thousand chests of tea yesterday under merchants' orders.

Question. You received those ten thousand chests of tea under merchants' orders. They could not order them to any other place?

Answer. No, sir.

Question. Suppose this ship lands in your district, the collector would not give a permit to take the goods into another district?

Answer. Yes, sir; anywhere the merchant pleases, in a bonded warehouse.

Question. Then the merchants can put their goods where they choose?

Answer. They can, if they have an invoice and everything is regular.

Question. Then it is only those who do not get their invoices through in the required time that have to go to the general store?

Answer. Yes, sir.

Question. But those who get them through in time may put them where they please?

Answer. Yes, sir.

Question. But they must put them in a bonded warehouse?

Answer. Yes, sir, if the duties are not paid.

Question. Do you give security to anybody for the safe keeping of those goods?

Answer. Yes, sir; we give bonds to the United States government that we will keep those goods until the duties are paid; and if they are stolen or lost, that we will pay for them and pay the duties.

Question. You occupy a sort of official relation to the government?

Answer. Certainly.

Question. That is the reason they cannot go into a private storehouse?

Answer. Yes, sir.

Question. You become responsible to the government for the duties?

Answer. Yes, sir.

Question. And to the owners of the goods?

Answer. Yes, sir.

Question. Have these districts been changed or increased since Mr. Barney came in?

Answer. No, sir; I think that they have been diminished. I think there may be nominally just as many districts, only Bowen has a commission on the two upper ones on the East river. Merle & Co. have one of the general order stores and we have one.

Question. It appears already from the evidence that the collector has power to dispose of the general order store. Now, are the rates which you charge on the general orders fixed?

Answer. The prices are fixed by the Chamber of Commerce. We do not charge any more than the Chamber of Commerce prices; but some of them do. We are governed by the Chamber of Commerce prices. These are double the prices the merchant pays when he puts his goods in outside stores, as business is now-a-days.

Question. Are there men that have bonded storehouses that do not have general orders?

Answer. Oh, yes, sir. There are but few general order houses.

Question. Any man who chooses can have a bonded warehouse by giving security?

Answer. Yes, sir.

Question. Then the merchants go where they can get cheapest?

Answer. Yes, sir. Or where they think there are the safest and most responsible men.

Question. When Mr. Barney came in as collector, was anything said to you about the continuance of your store as a general order store?

Answer. No, sir. I made application to Mr. Barney to have it continued.

Question. What conversation did you have with Mr. Barney about that?

Answer. He was so busy I did not talk much with him. He did not understand it, and could not tell me.

Question. Did you see him more than once?

Answer. I saw him but once, though I went half a dozen times.

Question. Did you pursue your application further?

Answer. I wrote to him a letter, and he never answered me.

Question. You wrote your letter desiring to continue?

Answer. I found there had been some goods sent to other stores not general order stores, the owner of which was was a democrat, and fought us all the way through. I wrote him a saucy letter, and that was the only way I could get an answer, and he answered. Then I wrote an apology afterwards. He as much as said I should retain it. He did not say so. You could not make it one way or the other; but the inference was that I should retain it; and I then wrote him a mild letter in reply to that.

Question. What then happened?

Answer. I did not hear much more about it. I kept pushing at it among my friends. I went to Mr. Opdyke about it, and he said I should certainly retain it; there should be no mistake about it. The next thing I heard was, that a man by the name of Lambert called upon me and said he was looking around for a store, that he had the general order business for that district.

Question. Did you ask why, and how?

Answer. I asked him why. I told him I was a republican and had done more for the party than Mr. Barney had, and as much as Mr. Opdyke had, or any of the rest of them, and I thought I was entitled to it.

Question. Did you inquire how he got it?

Answer. I understood he got it from Mr. Barney, and I tried to find out, and I wrote Mr. Barney a letter.

Question. He spoke first about commissions?

Answer. He spoke about commissions. He had this conversation with my partner.

Question. What did he say about it?

Answer. He wanted 33⅓ per cent. of the whole business.

Question. What do you mean by the whole business?

Answer. The general order business, everything that was coming in; we

were to pay all the expenses, and our expenses were to come out of the other two-thirds. He was to have one-third of the gross amount. We did not give him that. He said there was a Mr. Hill up there would pay him that.

Question. Is Mr. Hill in that district?

Answer. Yes, sir. He is a democrat. We finally agreed to give him (Lambert) 30 per cent. of the profits.

Question. How often do you pay him?

Answer. Once a month.

Question. Have you made him a monthly payment?

Answer. Yes, sir, half a dozen.

Question. Have you heard whether other general order stores are paying commissions?

Answer. I heard that Mr. Merle was.

Question. Do you know of any others?

Answer. I think there are no others on the East river side. On the North river side I think, though I do not swear, that they are in company with them and do not pay commissions.

Question. Who has it?

Answer. I guess John C. Mather is one. I do not remember their names; they are in the ring. Humphrey is one. I suspect that that contract and the general order business on the North river are in the ring. I do not know about it, but I think so.

Question. Have you made any estimates of the profits?

Answer. On the North river. I estimate that in good times there is, on an average, three steamships from Europe a week arriving on the North river; every one of those steamships go into general order; that is, when I say every one, I mean generally; if there are any that do not, they are an exception, and I judge that they are worth a thousand dollars apiece.

Question. How do you mean they are worth that, gross or net?

Answer. I think gross after the labor is expended. That would be $156,000 a year, and then there is any quantity of other ships arriving the whole time which would pay the expenses. I should say there was a profit of $156,000 a year of the general order business on the North river, and then other business is always connected with that business. Any one of those stores that has the general order business on that whole river would make a hundred thousand dollars a year.

Question. When you were asked to pay this thirty per cent., did you write to Mr. Barney about it?

Answer. I did.

Question. What did you state?

Answer. I told him that a man had come and said he had authority from him (Mr. Barney) to exact that thirty per cent.

Question. Did Mr. Lambert say he had the authority from Mr. Barney to exact the thirty per cent.?

Answer. Yes, sir. I wrote to Mr. Barney asking him if Mr. Lambert had such authority. I did not like to pay it unless I knew the man had authority. I never had any answer.

Question. How long ago did you write?

Answer. That was along last summer some time.

Question. You never got any answer; and Mr. Lambert continued to come for his monthly percentage?

Answer. Yes, sir. He said that Mr. Bowen had the whole of that East river, but that he had given that district to him, or something of that kind.

Question. Did Mr. Bowen have a storehouse?

Answer. No, sir.

Question. Did Mr. Lambert have a storehouse?

Answer. No, sir. I presume Mr. Lambert could not hire a store.

Question. Did you ever before hear of general orders being given to persons who had no storehouse?

Answer. No, sir. It is done, I suppose, to give those persons a chance. I went to see Mr. Opdyke and told him the general order business was worth a good deal of money to anybody that could get it. I did not ask any promise of him, but he did promise me that there should not be anything done about it until I was consulted.

Question. You told him how much those general orders were worth on the Hudson river?

Answer. Yes, sir; after they had got control of the general orders, and I told him that it had been taken away from me in that shape, he said it was outrageous.

Question. Does this other firm, Humphrey & Co., have all the business on the North river?

Answer. All the general order business, and, I think, that that labor contract also.

CHARLES SQUIRE, jr., sworn:

Question. I will ask you, first, when Barny took his place as collector, did you do anything to secure the storage of goods under general orders?

Answer. I did not.

Question. What was the first intimation you had of any change of storage of those goods?

Answer. The first I knew, a gentleman came into the store and told me the district had been given to him.

Question. What was his name?

Answer. F. Lambert.

Question. Just tell us what conversation you had, and what was done.

Answer. He said he was willing to make an arrangement with me whereby I could keep it, by paying him a certain percentage on the amount received.

Question. How much percentage did he claim first?

Answer. 33⅓ per cent. upon the amount received.

Question. What was said to that?

Answer. I told him I would think about it, and give him my answer within a few days; when he came again I told him that it did not amount to very much, but, as business was dull, (we were doing very little,) rather than lose it I was willing to give him thirty per cent. on the storage. I said that, of course, I wished the arrangement to be sanctioned by Mr. Barny. He said that it should be, but it never has been, and I do not think Mr. Barny knew anything about it, or knew the man; I do not believe he ever spoke to him. I have since ascertained it.

Question. He came there and represented that he was doing it with the authority and approbation of Mr. Barny?

Answer. He represented it so to me.

Question. When was it that he came?

Answer. About the 1st of September.

Question. Have you paid him the thirty per cent. since?

Answer. I have, on all goods delivered.

Question. Did you ever communicate with or see Mr. Barny in this matter?

Answer. I never have.

Question. Did you ever write to Mr. Barny?

Answer. I did not. I believe my partner did.

Question. Never got any answer that you know of about that matter?

Answer. I never got any answer; the letter was a personal letter from Mr. Johnson. I did not want to have anything to do with it, and I do not know

much about that. He wrote this letter from his own place of business to Mr. Barny, and I do not know anything about it.

Question. You never had any conversation or correspondence with Mr. Barny about this matter?

Answer. Never.

Question. The agreement you and Lambert made you put in writing?

Answer. Yes, sir; and requested him to have Mr. Barny approve it; and he put it in writing and took it to Mr. Barny to get his sanction to it, and he came back without it, making some excuse for it. He afterwards said he had been introduced to Mr. Barny, and that was some time after the affair; so I think he did not know Mr. Barny at all at the time.

Question. You do not know anything about Bowen & Lambert having this contract for the general order storage?

Answer. I was told he had the principal part of the East river; my general order storage is not worth anything of any account; and that, I suppose, is the reason why I have not been disturbed.

Question. Who has the general order storage on the North river?

Answer I have understood Mr. Humphrey; young Marshall is connected with him. I do not think Bowen has anything to do with that side. That is a perfect placer; there is a great deal of money in the general order storage on that side for the four years.

Question. You mean to say that they can hire warehouses and store the goods, and pay the expense of storage and their rents, and have a fortune besides?

Answer. The expense of storage is labor, and that they get back with every package, and more too, because they charge labor on every package; they hire the stores and pay the rent, and that is expense that must come out of storage. Then every steamer that comes in sends in nearly her whole cargo. On every package they charge eighty cents. If the thing goes into the store it pays eighty cents for cartage, storage, and labor; that is, thirty cents storage, thirty cents labor, and twenty cents cartage; and they get thirty cents for the labor if it comes right in and goes right out. Then they get twenty cents for the cartage, although the carmen bring three or four on a load, and it is thirty-eight cents a load; then the storage is thirty cents. In every bonded warehouse there must be a custom-house officer, which the bonded warehouseman pays.

Question. Then they realize money in that way, no matter what they pay for cartage; they charge so much on every package.

Answer. Yes, sir.

Question. Do they charge more on large packages?

Answer. If it made a single load I presume they would.

Question. Were you ever required before to pay a percentage on general order goods?

Answer. Not until this time.

FRANK SQUIRES, sworn:

Question. With whom did you make the arrangements to take the goods under general orders?

Answer. Mr. Edward C. Bowen and Lambert.

* * * * * * * *

Question. Did you ever call upon Mr. Barney in relation to the matter?

Answer. No, sir.

Question. Did you ever request anybody to call?

Answer. I think I had Mr. Merle, sen., call upon him.

Question. He called upon Mr. Barney?

Answer. I think so.

Question. After you rented the stores, did they propose to rent the stores from you?

Answer. No, sir; they proposed to form a copartnership with us in the general order business.

Question. Did you enter into a copartnership with them?

Answer. As far as the general orders were concerned.

Question. Then you understood they had control of the general orders in that district?

Answer. Yes, sir.

Question. What was their first proposition with your firm?

Answer. Simply that they should enter into copartnership with us on condition that we should give them a certain percentage of the business. What the preliminaries were I cannot tell.

Question. What was the result?

Answer. The result was, we entered into a nominal copartnership—that is to say, so far as the general orders are concerned; it is independent entirely of our warehouse business.

Question. You pay a percentage for the general order business?

Answer. We give them a share of the general order business, whatever it happens to be.

Question. There is no real partnership?

Answer. Nothing further than that.

Question. What percentage do you pay?

Answer. Thirty per cent.

Question. These gentlemen invested nothing?

Answer. No, sir.

Question. Did not run any risk?

Answer. No, sir.

Question. Do they give you anything, as a return for this thirty per cent. which they have, except bringing you the business?

Answer. That is the return we get.

CONCLUSION.

Your committee has thus completed its labors, having taken much evidence on various subjects, and reported at different times to this House. Many frauds have been exposed, the government relieved from many unconscionable contracts, and millions of dollars saved to the treasury. Yet it is a matter of regret that punishment has not been meted out to the basest class of transgressors. They to whom this duty belonged seemed sadly to have neglected it. Worse than traitors in arms are the men, pretending loyalty to the flag, who feast and fatten on the misfortunes of the nation, while patriot blood is crimsoning the plains of the south, and bodies of their countrymen are mouldering in the dust.

> "May life's unblest cup for such
> Be drugged with treacheries to the brim."

The leniency of the government towards these men is a marvel which the present cannot appreciate and history never explain.

37TH CONGRESS, 3d Session. } HOUSE OF REPRESENTATIVES. { REPORT No. 51.

POSTMASTER GENERAL'S AUTHORITY OVER MAILABLE MATTER.

MARCH 3, 1863.—Laid on the table, and ordered to be printed.

Mr. WILLIAM KELLOGG, from the Committee on the Judiciary, submitted the following

REPORT.

The Committee on the Judiciary ask leave to report, that at an early day of the session the House adopted the following resolution:

"*Resolved*, That the Committee on the Judiciary be instructed to inquire and report to the House, at an early day, by what authority of Constitution and law, if any, the Postmaster General undertakes to decide what newspapers may and what shall not be transmitted through the mails of the United States."

Your committee, not being in possession of any facts on which to base their action, deemed it advisable to address a note to the Postmaster General, requesting him to communicate to the committee what action had been taken by him, if any, in prohibiting the transmission of newspapers through the mails of the United States. In reply to which your committee received the following communication, which, from its full and able consideration of the subject of the above quoted resolution, it is thought eminently proper to embody in this report:

POST OFFICE DEPARTMENT,
January 5, 1863.

SIR: I have the honor to acknowledge the receipt of the communication signed by you in behalf of the Judiciary Committee, embracing a copy of the resolution of the House of Representatives, in the following words:

"*Resolved*, That the Committee on the Judiciary be instructed to inquire and report to the House, at an early day, by what authority of Constitution and law, if any, the Postmaster General undertakes to decide what newspapers may and what shall not be transmitted through the mails of the United States."

On the first day of the last session of Congress, being the earliest opportunity after the action to which the resolution relates, I submitted to Congress a statement of my action, and of the general reasons and authority for the same, in the following language:

"Various newspapers, having more or less influence within the sphere of their circulation, were represented to be, and were, in fact, devoting their columns

37TH CONGRESS, 3d Session. | HOUSE OF REPRESENTATIVES. | REPORT No. 51.

POSTMASTER GENERAL'S AUTHORITY OVER MAILABLE MATTER.

MARCH 3, 1863.—Laid on the table, and ordered to be printed.

Mr. WILLIAM KELLOGG, from the Committee on the Judiciary, submitted the following

REPORT.

The Committee on the Judiciary ask leave to report, that at an early day of the session the House adopted the following resolution:

"*Resolved*, That the Committee on the Judiciary be instructed to inquire and report to the House, at an early day, by what authority of Constitution and law, if any, the Postmaster General undertakes to decide what newspapers may and what shall not be transmitted through the mails of the United States."

Your committee, not being in possession of any facts on which to base their action, deemed it advisable to address a note to the Postmaster General, requesting him to communicate to the committee what action had been taken by him, if any, in prohibiting the transmission of newspapers through the mails of the United States. In reply to which your committee received the following communication, which, from its full and able consideration of the subject of the above quoted resolution, it is thought eminently proper to embody in this report:

POST OFFICE DEPARTMENT,
January 5, 1863.

SIR: I have the honor to acknowledge the receipt of the communication signed by you in behalf of the Judiciary Committee, embracing a copy of the resolution of the House of Representatives, in the following words:

"*Resolved*, That the Committee on the Judiciary be instructed to inquire and report to the House, at an early day, by what authority of Constitution and law, if any, the Postmaster General undertakes to decide what newspapers may and what shall not be transmitted through the mails of the United States."

On the first day of the last session of Congress, being the earliest opportunity after the action to which the resolution relates, I submitted to Congress a statement of my action, and of the general reasons and authority for the same, in the following language:

"Various newspapers, having more or less influence within the sphere of their circulation, were represented to be, and were, in fact, devoting their columns

to the furtherance of the schemes of our national enemies. These efforts were persistently directed to the advancement of hostile interests, to thwart the efforts made to preserve the integrity of the Union, and to accomplish the results of open treason without incurring its judicial penalties. To await the results of slow judicial prosecution was to allow crime to be consummated with the expectation of subsequent punishment, instead of preventing its accomplishment by prompt and direct interference.

"The freedom of the press is secured by a high constitutional sanction. But it is freedom and not license that is guaranteed. It is to be used only for lawful purposes. It cannot aim blows at the existence of the government, the Constitution, and the Union, and at the same time claim its protection. As well could the assassin strike his blow at human life, at the same time claiming that his victim should not commit a breach of the peace by a counter blow. While, therefore, this department neither enjoyed nor claimed the power to suppress such treasonable publications, but left them free to publish what they pleased, it could not be called upon to give them circulation. It could not and would not interfere with the freedom secured by law, but it could and did obstruct the dissemination of that license which was without the pale of the Constitution and law. The mails established by the United States government could not, upon any known principle of law or public right, be used for its destruction. As well could the common carrier be legally required to transport a machine designed for the destruction of the vehicle conveying it, or an innkeeper be compelled to entertain a traveller whom he know to be intending to commit a robbery in his house.

"I find these views supported by the high authority of the late Justice Story, of the Supreme Court of the United States. He says, in commenting on that clause of the Constitution securing the freedom of the press:

"'That this amendment was intended to secure to every citizen an absolute right to speak, or write, or print whatsoever he might please, without any responsibility, public or private, therefor, is a supposition too wild to be indulged in by any rational man. This would be to allow to every citizen the right to destroy at his pleasure the reputation, the peace, the property, and even the personal safety of every other citizen. A man might, out of mere malice or revenge, accuse another of the most infamous crimes; might excite against him the indignation of all his fellow-citizens by the most atrocious calumnies; might disturb, nay, overturn, all his domestic peace and embitter his parental affections; might inflict the most distressing punishment upon the weak, the timid, and the innocent; might prejudice all a man's civil, and political, and private rights; and might stir up sedition, rebellion, and treason, even against the government itself, in the wantonness of his passions, or the corruption of his heart. Civil society could not go on under such circumstances. Men would then be obliged to resort to private vengeance to make up the deficiency of the law; and assassinations and savage cruelties would be perpetrated with all the frequency belonging to barbarous and cruel communities. It is plain, then, that the language of this amendment imports no more than that every man has a right to speak, write, and print his opinions upon any subject whatever, without any prior restraint, so always that he does not injure any other person in his rights, person, property, or reputation; *and so always that he does not thereby disturb the public peace or attempt to subvert the government.*'

"Of the cases presented for my action, upon the principles above named, I have by order excluded from the mails twelve of these treasonable publications, of which several had been previously presented by the grand jury as incendiary and hostile to constitutional authority."

I am not aware that at any time, nor from any quarter, during that long session, any inquiry or complaint was made, or objection taken, touching that

action, or the considerations then presented in support of it. From this it was fairly inferred that Congress then unanimously recognized the action as not only in harmony with, but in direct aid of, the Constitution of the United States, then shaken by the assaults of its avowed enemies.

The immediate occasion of the orders excluding certain newspapers from the mails was a communication to this department of the action of a grand jury of the United States circuit court for the southern district of New York. Their presentment in the following words:

"*To the circuit court of the United States for the southern district of New York:*

"The grand inquest of the United States of America for the southern district of New York beg leave to present the following facts to the court, and ask its advice thereon: There are certain newspapers within this district which are in the frequent practice of encouraging the rebels now in arms against the federal government by expressing sympathy and agreement with them, the duty of acceding to their demands, and dissatisfaction with the employment of force to overcome them. These papers are the New York daily and weekly Journal of Commerce, the daily and weekly News, the daily and weekly Day Book, the Freeman's Journal, all published in the city of New York, and the daily and weekly Eagle, published in the city of Brooklyn.

"The first named of these has just published a list of newspapers in the free States opposed to what it calls the '*present unholy war*'—a war in defence of our country and its institutions, and our most sacred rights, and carried on solely for the restoration of the authority of the government.

"The grand jury are aware that free governments allow liberty of speech and of the press to their utmost limit, but there is nevertheless a limit. If a person in a fortress or an army were to preach to the soldiers submission to the enemy he would be treated as an offender. Would he be more culpable than the citizen who, in the midst of the most formidable conspiracy and rebellion, tells the conspirators and rebels that they are right, encourages them to persevere in resistance, and condemns the efforts of loyal citizens to overcome and punish them, as an 'unholy war.'

"If the utterance of such language in the streets or through the press is not a crime, then there is a great defect in our laws, or they are not made for such an emergency.

"The conduct of these disloyal papers is, of course, condemned and abhorrred by all loyal men; but the grand jury will be glad to learn from the court that it is also subject to indictment and condign punishment.

"All which is respectfully presented.

"CHARLES GOULD, *Foreman.*
(Signed by all the grand jurors.)

"NEW YORK, *August* 16, 1861."

This authoritative exhibition of the character of these papers, as disseminators of treason and instigators of the highest crime known to our laws, could not be disregarded, accompanied, as it was, by representations of their dangerous effect upon the military operations of the country. Entertaining the highest possible regard for the liberty of the press, distinguished from its uncontrolled and criminal license, I would not, except in time of war, have adopted the arguments of my predecessors in office, in justification of the non-delivery of printed matter sent through the mails. The question has been repeatedly presented to my predecessors in time of peace in relation to printed matter styled "incendiary," or "abolition in its character," and in respect to the States now in insurrection. While justifying postmasters in their refusal to receive or forward mail matter

described by the general terms of the postal laws as "mailable matter," an eminent Postmaster General of the administration of General Jackson, under date of August 22, 1835, addressed a letter to the postmaster at New York, giving his views upon the question under discussion. The New York postmaster had assumed to decide that certain newspapers placed in that post office for conveyance in the mails, were incendiary in their character, and calculated to promote insurrection. He refused to forward them. The Postmaster General, declining himself to decide upon the character of the publications in question, and refusing to make the orders thereon, justified his deputy postmaster in the decision made by him, and supported him by the following arguments, extracted from his letter of that date, to which the attention of Congress was subsequently called. That Congress, however, by its inaction, seemed to concur in the right and the policy of excluding such alleged treasonable and insurrectionary publications from the mails.

"POST OFFICE DEPARTMENT, *August* 22, 1835.

* * * * * * * * * *

"Postmasters may lawfully know, in all cases, the contents of newspapers, because the law expressly provides that they shall be so put up that they may be readily examined; and if they know those contents to be calculated and designed to produce, and, if delivered, will certainly produce, the commission of the most aggravated crimes upon the property and persons of their fellow-citizens, it cannot be doubted that it is their duty to detain them, if not even to hand them over to the civil authorities. * * * * *

"If it be justifiable to detain papers passing through the mail, for the purpose of preventing or punishing isolated crimes against individuals, how much more important is it that this reponsibility should be assumed to prevent insurrections and save communities? If, in time of war, a postmaster should detect a letter of an enemy or spy passing through the mail, which, if it reached its destination, would expose his country to invasion and her armies to destruction, ought he not to arrest it? Yet, where is the legal power to do so?

"*As a measure of great public necessity, therefore, you and the other postmasters who have assumed the responsibility of stopping these inflammatory papers will, I have no doubt, stand justified in that step before your country and all mankind.*

* * * * * * * * *

"Are the officers of the United States compelled by the Constitution and laws to become the instruments and accomplices of those who design to baffle and make nugatory the constitutional laws of the States; to fill them with sedition, murder, and insurrection; to overthrow those institutions which are recognized and guaranteed by the Constitution itself?

* * * * * * * * *

"In these considerations there is reason to doubt whether the abolitionists have a right to make use of the mails of the United States to convey their publications into States where their circulation is forbidden by law, and it is by no means certain that mail-carriers and postmasters are secure from the penalties of that law, if they knowingly carry, distribute, or hand them out.

* * * * * * * * *

"As well may the counterfeiter and robber demand the use of the mails for consummating their crimes, and complain of a violation of their rights when it is denied.

"Upon these grounds a postmaster may well hesitate to be the agent of the abolitionists in sending their incendiary publications into States where their circulation is prohibited by law; and much more may postmasters residing in those States refuse to distribute them.

* * * * * * * * *

"I do not desire to be understood as affirming that the suggestions here thrown out ought, without the action of higher authority, to be considered as the settled construction of the law, or regarded by postmasters as the rule of their future action. It is only intended to say that in a sudden emergency, involving principles so grave and consequences so serious, the safest course for postmasters and the best for the country is that which you have adopted.

* * * * * * * * *

"You prevent your government from being the unwilling agent and abettor of crimes against the States which strike at their very existence, and give time for the proper authorities to discuss the principles involved and digest a safe rule for the future guidance of the department.

"While persisting in a course which philanthropy recommends and patriotism approves, I doubt not that you and the other postmasters who have assumed the responsibility of stopping these inflammatory papers in their passage to the south will perceive the necessity of performing your duty in transmitting and delivering ordinary newspapers, magazines, and pamphlets with perfect punctuality. Occasion must not be given to charge the postmasters with carrying their precautions beyond the necessities of the case, or capriciously applying them to other cases in which there is no necessity; and it would be the duty, as well as the inclination, of the department to punish such assumption with unwonted severity. This suggestion I do not make because I have any apprehension that it is needed for your restraint, but because I wish this paper to bear upon its face a complete explanation of the views which I take of my own duty in the existing emergency."

The question was afterwards repeatedly presented to this department. In February, 1857, it was brought before Postmaster General Campbell, in connexion with the exclusion of the "Cincinnati Gazette" from postal privileges in Mississippi. A certain postmaster at Yazoo had denied it the privileges of his post office. Mr. Campbell referred the question to the Attorney General of President Pierce's administration. Under date of March 2, 1857, the Attorney General, as the law officer of the government, replied officially to the Postmaster General, justifying such action on the part of postmasters, and asserting, among others, the following arguments and conclusions:

"ATTORNEY GENERAL'S OFFICE, *March* 2, 1857.

* * * * * * *

"With these premises we have the main question very much simplified. It is this: Has a citizen of one of the United States plenary indisputable right to employ the functions and the officers of the Union as the means of enabling him to produce insurrection in another of the United States? Can the officers of the Union lawfully lend its functions to the citizens of one of the States for the purpose of promoting insurrection in another State?

"Taking the last of these questions first, it is obvious to say that, inasmuch as it is the constitutional obligation of the United States to protect each of the States against 'domestic violence,' and to make provision to 'suppress insurrections,' it cannot be the right of the United States, or of any of its officers, and, of course, it cannot be their duty, to promote, or be the instrument of promoting, insurrection in any part of the United States.

"As to the first question, likewise, it seems obvious to say, that, as insurrection in any one of the States is a violation of law, not only so far as regards that State itself, but also as regards the United States, therefore, no citizen of the Union can lawfully incite insurrection in any one of the States. * * * It would be preposterous to suppose that any citizen of the United States has lawful right to do that which he is bound by law to prevent when attempted by any

and all others; and monstrous to pretend that a citizen of one of the States has a moral right to promote or commit insurrection or domestic violence. that is, robbery, burglary, arson, rape, and murder, by wholesale, in another of the States.

"These considerations, it seems to me, are decisive of the question of the true construction of the act of Congress. Of that it is impossible for me to doubt. Its enactment is, that 'if any postmaster shall unlawfully detain,' he shall be subject to fine, imprisonment, and disqualification. Then, if the thing be of lawful delivery, it cannot be lawfully detained; while, on the other hand, it cannot be unlawful to detain that which it is unlawful to deliver. Such is the plain language and the manifest import of the act of Congress.

"I do not mean to be understood that the word 'unlawfully' of the act determines the case; on the contrary, my conclusion would be the same, though that word had not been here inserted. By employing it, indeed, the act expressly admits that there may be lawful cause of detention. But such lawful cause would not the less exist, although its existence were not thus expressly recognized. And, of all conceivable causes of detention, there can be none more operative than treasonableness of character; for in every society the public safety is the supremest of laws.

"Nay, if, instead of expressly admitting lawful causes of detention, the act had undertaken to exclude them—if, for instance, it had in terms required the postmasters to circulate papers, which, in tendency and purpose, are of character to incite insurrection in any of the States—still my conclusion would be the same. I should say of such a provision of law. It is a nullity, it is unconstitutional; not so by reason of conflict with any State law, but because inconsistent with the Constitution of the United States.

"The Constitution forbids insurrection; it imposes on Congress and the President the duty of suppressing insurrection; this obligation descends through Congress and the President to all the subordinate functionaries of the Union, civil and military; and any provision of an act of Congress requiring a federal functionary to be the agent or minister of insurrection in either of the States would violate palpably the positive letter, and defeat one of the primary objects, of the Constitution.

"These my conclusions apply only to newspapers, pamphlets, or other printed matter, the character of which is of public notoriety, or is necessarily brought to the knowledge of the postmaster by publicity of transmission through the mails unsealed, and as to the nature of which he cannot plead ignorance.

* * * * * * "It is intimated in one of the documents before me that to permit a deputy postmaster to detain a newspaper because of its imputed unlawfulness would be to erect him into a censor of the press. These are but words of rhetorical exaggeration. Public journals are a necessary part of our social life, just as much as the steamboat, the railway train, or the telegraph. There is not the least reason to apprehend that we shall suffer ourselves to be deprived of them by the interposition of unlawful impediments to their circulation.

* * * * * * "We shall appreciate the true legal relation of the whole question if we consider a supposition which has more than once heretofore been actual fact, and may be such again. Suppose that some European government—whether in the prosecution of war or induced by hostility of purpose not yet become war, but tending towards it, or in the spirit of misdirected propagandism of its own particular social or political opinions—should undertake to produce revolution or insurrection in the United States. Would it, in that case, be the duty—would it be the right—of the government or officers of the Union to aid the foreign government in its inimical machinations? To this general inquiry, of course, there can be but one possible answer. It would be the manifest duty of every officer of the United States—nay, of every officer of each State—nay,

of every citizen of the United States—to resist, and to do everything in his power to defeat all such machinations; for every citizen of the United States is under engagement, express or implied, to uphold and maintain the Constitution.

"In the general contingency supposed it is quite immaterial whether foreign attempts to produce revolution consist of exhortations to insurrection by word of mouth—that is, the introduction of emissaries of sedition into the country—or of exhortations to insurrection in the form of handbills, newspapers, or pamphlets. In whatever manner attempted, the thing itself would be an act of wrongful or hostile attack on our sovereignty and on our national and private peace; defensible as an act of war on the part of an enemy government, but otherwise against natural law, against public law, against municipal law; and therefore, on all these accounts, requiring to be manfully withstood and counteracted by every sound-hearted and true-minded citizen of the United States, and more especially by all officers, civil and military, of the federal government, from the President down to the humblest village postmaster in the land.

"The general supposition includes printed, equally with oral, exhortations to insurrection. Take now, by itself, the case of printed matter of that description. Is it the legal duty of the Post Office Department knowingly to circulate such matter? Is it the legal duty of deputy postmasters? Or, reducing the general supposition down to its narrowest expression in the limited exigencies of the present case, is a deputy postmaster required knowingly to circulate such matter under penalty of indictment, removal from office, and disqualification? Is the inconvenience which the foreign government or its emissary may suffer, in not being able to effect the free circulation of such treasonable matter, or the inconvenience which the disaffected person to whom it was addressed suffers, in his not being able to receive and to circulate further such treasonable matter—are these inconveniences to outweigh the inconvenience to the whole country, as well as to individuals, of insurrection, and of civil or servile war? Is that the true construction of the act of Congress? I think no legal expositor could hesitate to say, no.

"Now, in what does the general case supposed, with its all but self-evident conclusions, differ from the specific case under consideration? Simply, that any European government possesses the sovereign right, as an act of war, to attack us with attempts to excite insurrection as well as with cannon—subject to be repelled by the sovereign power of the Union—but no citizen of the United States possesses legal right to promote rebellious acts in any part of the country, whether as against the authority of the United States or of the particular State in which he is, or of any other of the States.

* * * * "In fine, the proposition may be made universal to the effect that no person in the United States, whether he be citizen, subject, or alien, has the legal right to promote rebellion.

* * * * * "In the foregoing series of suppositions we have reasoned out a conclusion from the premises of the attempt of a foreign government, by the use of our mails and post offices, to promote insurrection in the United States.

* * * * "And shall not the citizens of one of the States of the Union be held entitled to the same security from attempts to promote insurrection among them, on the part of their fellow-citizens of other States?

* * * * * "On the whole, then, it seems clear to me that a deputy postmaster, or other officer of the United States, is not required by law to become knowingly the enforced agent or instrument of enemies of the public peace, to disseminate, in their behalf, within the limits of any one of the States of the Union printed matter, the design and tendency of which are to promote insurrection in such State."

Again, in 1859, Mr. Holt, then at the head of this department, in a letter

dated the 5th of December of that year, addressed to a postmaster in Virginia, adhered to the precedents, and said:

"One of the most solemn constitutional obligations imposed on the federal government is that of protecting the States against 'insurrection' and 'domestic violence.' Of course, none of its instrumentalities can be lawfully employed in inciting, even in the remotest degree, to the very crime which involves in its train all others, and with the suppression of which it is especially charged."

These citations show that a course of precedents has existed in this department for twenty-five years—known to Congress, not annulled or restrained by act of Congress—in accordance with which newspapers and other printed matter, decided by postal officers to be insurrectionary, or treasonable, or in any degree inciting to treason or insurrection, have been excluded from the mails and post offices of the United States solely by authority of the executive administration. This, under the rules settled by the Supreme Court of the United States, as applicable to executive construction of laws with whose execution the departments are specially charged, would establish my action as within the legal construction of the postal acts authorizing the transportation of printed matter in the United States mails. It would settle the right of this department and its various officers to resist all efforts to make them *particeps criminis* of treason and rebellion, by compelling them to circulate and distribute with their own hands the moral weapons which are to bring civil war to their firesides, with its horrible train of barbarities in the destruction of life and property.

Upon the like considerations I have, at different times, excluded from the mails obscene and scandalous printed matter on exhibition of its criminal immorality. If an unsealed printed publication were offered to the mails, instigating murder, arson, destruction of railroads, or other crimes, and advocating an organization for such purposes, I should, upon the same principles, without hesitation, exclude it from the mails as unlawful matter, in the absence of a contravening act of Congress.

I do not wish to be understood, however, as indorsing, but rather as distinctly dissenting from, some of the arguments and conclusions, and from the extent to which preceding administrations have gone, as indicated by some of the foregoing citations. The precedents and arguments go far beyond any action which I have taken, or would be willing to take, under the like circumstances.

1st. I reject that portion of the precedents which allows twenty-eight thousand postmasters of the country to judge, each for himself, what newspapers are lawful and what unlawful; what may go in the mails and what shall be excluded. I have refused to allow postmasters to sit in final judgment upon all the interests involved, subject, as they are, to conflicting local prejudices. The Postmaster General, who is more directly responsible to Congress and more accessible to their inquiries, should alone exercise such authority, in whatever degree it exists, and should not devolve it on subordinates. Whatever control can be lawfully exercised over the mails by a postmaster may always be exercised or ordered by the chief, under whose direction the law expressly subordinates the postmaster. This is a self-evident proposition. It has, however, been sustained by the official opinion of the Attorney General of the United States, dated March 2, 1857.

2d. I dissent from the extent to which the doctrine has been carried by late administrations, that in time of peace, and in the absence of all hostile or criminal organizations, operating against Constitution or law, either a Postmaster General or any postmaster can, at will, exclude from the mails newspapers and other printed matter which contain discussions obnoxious to some special interest, but not aimed against government, law, or the public safety. It is too dangerous a discretion to be exercised or desired by any executive officer attached to the constitutional freedom of the press. Such has been, in some cases, the action

of this department in late years, and I take this occasion to break the too great uniformity of its decisions in this respect. Even in time of war, the power so long conceded should be used with great care and delicacy. I say in time of war, because the executive department has powers then which do not attach to it in time of peace. The Constitution provides that no person shall "be deprived of life, liberty, or property without due process of law; nor shall private property be taken for public use without just compensation." Yet, in time of war, the life, liberty, and property of persons in the United States, being also insurrectionary enemies of the United States, are necessarily taken without any process except that of powder and the bayonet. And no man denies the right as an incident of war. Yet, in peace, it could not be done. These acts are as thoroughly constitutional in war as they are unconstitutional in peace. In harmony with this principle, I would give far greater latitude to alleged wrongful and obnoxious printed matter in a period of peace than would be justifiable in a time of war.

This reply to the inquiry transmitted to me by the committee embraces the following conclusions:

First. That the exercise of the authority inquired of rests upon the Constitution of the United States, and the definition of mailable matter given in the postal law, as construed by past administrations of this department, enforced by the official opinion of a late Attorney General of the United States, and known to and recognized by former Congresses of the United States.

Second. That a power and a duty to prevent hostile printed matter from reaching the enemy, and to prevent such matter from instigating others to co-operation with the enemy, by the aid of the United States mails, exist in time of war, and in the presence of treasonable and armed enemies of the United States, which do not exist in time of peace, and in the absence of criminal organizations.

Third. That the present Postmaster General has restricted the exercise of the power during this war far within the scope claimed and allowed by former administrations in periods of national peace.

I have the honor to be, very respectfully, your obedient servant,

M. BLAIR,
Postmaster General.

Hon. WILLIAM KELLOGG,
Of the Judiciary Committee, House of Representatives.

It appears from the foregoing orders of the Post Office Department, sustained by the opinions of the law officer of the government in 1857, that for the last twenty-five years the continued practice of the department has been, by its chief officer or its subordinates, to decide, in a summary way, what were and what were not proper communications to be transmitted through the mails. While your committee assume that the power rests in Congress to ordain and establish rules and regulations to limit and control the discretion of the Post Office Department in its action in the premises, yet, until Congress shall have acted in the matter, your committee are of the opinion that the Postmaster General, under the law establishing the postal system of the United States. has the right, and should exercise it, to prevent the transmission through the mails of papers or other communications which manifestly tend to the disruption of the government, or the destruction of the life or property of its people. This discretion should in all cases be exercised with great caution,

the department being at all times responsible to the government for a due and proper exercise of so delicate and yet important duty.

Your committee believe that to deny the Post Office Department that power would, in the absence of any direct action of Congress, (and your committee are not aware that Congress has ever prescribed any rules or regulations on that subject, declaring what is and what is not lawful mailable matter,) throw open the mails to the use of the most guilty and abandoned, and thus enable them, through the very machinery of the government, to carry on this work of treason and destruction of life. A proposition so abhorrent to a sense of common justice your committee do not deem it necessary to discuss.

The committee are fully aware of the difficulty attending the discrimination of what is and what is not of the character that should be excluded from the mails, but it is believed that this important and difficult duty can be safely intrusted to an officer worthy to preside over a department so important as that which has charge of the postal system of the country, and who is subject to removal by the President, and at all times subject to the supervision of Congress by the enactment of laws enlarging or restraining his powers. And the acquiescence of Congress in the exercise of this power for twenty-five years, by the omission to prohibit its exercise or to make any regulation in regard thereto, is a strong indication of the approval of that department of the government of the exercise of that power.

Your committee can well see how so difficult a trust could be abused, and public and private interests suffer, by an arbitrary and unjust discrimination in excluding matter from the mails ; but they are equally aware that from necessity, in all departments of the government, when discretion is to be exercised, an unfaithful officer may do an injury to public and private interests. But, perhaps, in none of the several departments are these wrongs less likely to accrue than in the Post Office Department ; and when it is remembered that at no time can more than a few months elapse before Congress would have an opportunity to correct any unjust or erroneous action of the Postmaster General in this regard, there can be but little, if any, danger of much wrong being done, while by a due and proper exercise of this power much of wrong and crime may be prevented, and the interests of the republic guarded.

Your committee will not attempt to indicate the cases proper for the action of the Postmaster General, or to suggest general rules for his action, believing it their duty to make a responsive report to the resolution adopted by the House.

But they cannot refrain from expressing their decided opinion that, certainly, not in the time of peace has the Postmaster General, by himself or subordinates, the authority to exclude from the mails publications canvassing the merits of the various institutions of the country, in which no disloyalty to the government, general or State, is recommended or advised.

In responding to the resolution of the House above copied, it is

important to know whether certain newspapers were excluded from the mails; and if so, their character, and under what circumstances.

By referring to the communication from the Postmaster General, embodied herein, it will be seen that certain newspapers therein specified were refused transmission through the mails, in the latter part of the summer of 1861, for the alleged reason that all and each of said papers, having considerable circulation as public journals, at the time when the government was engaged in suppressing a most formidable rebellion by the powers of war, were in the constant and daily habit of declaring opposition to the war, and publicly teaching the duty of the federal government to accede to the demands of the rebels in arms, which was then well known to be (and is now a matter of history) the disruption of the government of the United States and the acknowledgment of the independence of the rebellious and seceding States, and by expressing sympathy with the rebels in arms, discouraging voluntary enlistments in the loyal States, and encouraging the people in the rebel States to persist and continue their efforts to destroy the government; thus, as it was alleged, aiding and advising treason. So constant and persistent were these papers believed to be in the dissemination of these opinions and doctrines, in a time when the very existence of the government was threatened, and its only power depended upon the voluntary enlistment of its citizens in its defence—at a time, too, when reverses had attended our army, and our brave countrymen were being sacrificed on many well-contested battle-fields—that the grand jury of the United States circuit court of the southern district of New York felt it their duty to inquire into their power to suppress what they esteemed such treasonable practices, and therefore made to the court the formal presentment set forth at large in the letter of the Postmaster General, which presentment was laid before the Post Office Department. Upon this action, and in the exercise of his discretionary power in the premises, the Postmaster General prohibited the transmission of the above-mentioned papers through the mails for a time, but what length of time your committee are not advised. Nor is it material, from the view the committee entertain of this subject. Nor are they advised, from any facts before the committee, of other papers being refused transmission through the mails.

Your committee cannot entertain a doubt as to the authority of the head of the Post Office Department, or its duty, to prevent the passage through the mails of all treasonable matter or publications calculated and intended to prevent enlistments into the army in a time of war; to strengthen the enemy or to weaken the power of the government to suppress this wicked and powerful rebellion, in which are engaged so many of the people of the United States owing allegiance to the federal government. Every government, unless by its constitution restricted, has the most ample power of self-preservation, and it is by no means essential to that power that it should be enumerated among its expressly granted powers. It springs from the essential elements of government itself, and the exercise of a power or means of the destruction of the government is as effectually pro-

hibited by the very nature and character of our institutions as if it had been expressly written in the Constitution. The Post Office Department, not less than any other department of government, in the due and proper discharge of its functions, is charged with guarding the interests of the government and preserving the integrity of the nation. Established for the immediate convenience and benefit of the people, and forming an important part of our government, it would be more than strange if its machinery could be converted lawfully into the means of their direct injury and the destruction of that government of which it forms so important a part.

It is doubtless the duty of every citizen to prevent the commission of crime, and especially of all officers of the government, either State or national, and to aid in the execution of the laws, in the arrest and punishment of offenders; and so high is this duty regarded, that, should a person know of a crime about being perpetrated, and did not use his best efforts to prevent it, he would meet the merited scorn and condemnation of his fellow-citizens; or, should an officer fail to discharge his duty by the prevention of crime, and through his negligence or culpable want of diligence a robbery or murder should be committed, if not criminally punished, he would be esteemed unworthy the fellowship of all good men. Should, however, through the agency, however slight, of such a citizen or officer, a crime be committed, doubtless they would be amenable to the criminal law. How, then, could the Postmaster General, who, having charge of the mail service of the country, knowingly permit a newspaper, letter, or other message to be carried in the mails, advising and conspiring the destruction of life or property, or knowingly permit the passage of obscene and unlawful publications, destructive of public morals? Certainly his duty would be to prevent, in either case. such message or publication entering the mails; otherwise the postal system, established and sustained for the benefit of the people, might be turned into the means of the destruction of life, property, and morals—a proposition totally at war with the spirit and letter of the postal law. Suppose the postmaster at New York should know of an effort to transmit through the mails a communication advising and conspiring the destruction of the city of Chicago by fire—disclosing the means and manner of its accomplishment, and the vile purpose of its authors to effect their object. Your committee believe that there is no sane man who would not at once declare it the duty of the postmaster not only to prevent, by all means within his power, its passage through the mails, but at once to take possession of such message or publication and place it in the hands of the proper officer, so as to secure the immediate arrest of such guilty parties, and that he who would fail in that regard would be criminally derelict in duty. If this be true when persons, property, and morals are concerned, how infinitely more important is it that this rule and doctrine should be enforced when the injury sought to be done is in giving encouragement to rebels in arms, weakening the confidence of our armies in the field in the justice of the cause in which they were most nobly and gallantly fighting, inducing dissensions among the people, thereby pre-

venting ready help and succor to the then rapidly thinning ranks of our army, by voluntary and rapid enlistments, and by thus informing the leaders of the rebellion that efforts were being made in the loyal States to defeat the government in its efforts te compel the rebellious citizens of the rebel States to submit to the Constitution and laws—thus practically, and in the most dangerous and insidious manner, declaring treason in the northern States, and aiding the southern rebels to work the ultimate destruction of the government. It is difficult to conceive how the most devoted friend of the present rebellion could have devised a scheme better calculated to aid this nefarious war upon the Constitution and Union, now in progress, than by the establishment of newspapers in the northern States promulgating continually the doctrine of the want of power in the Constitution to enforce in any State obedience to its provisions, the injustice of a war to compel an observance of the allegiance of the citizen to the government, advising and urging the justice of the alleged cause of the rebellion, and indirectly, if not directly, endeavoring to prevent enlistments to recruit the army of the federal government.

Your committee cannot for a moment adopt the idea that newspapers of the character above referred to should be permitted, by the aid of the postal service, to be scattered broadcast through the land at any time, and especially at a period when the government is putting forth all its powers to increase its armies to strike down the power of the armed enemies of the nation. If this be permitted, the very machinery of the government would be turned into an engine of its own destruction—a condition of things never contemplated by the patriots who founded the Constitution and moulded and formed the institutions of the country.

It will hardly be disputed that it is the duty of every citizen and every department of the government to suppress treason, and in proportion as it is his duty to obey the laws and sustain the Constitution, so it is his duty to prevent its destruction. And if publications are treasonable in their character, or directly tend to the disruption of the government, they cannot lawfully find transit through the mails. Should at any time, and especially during a rebellion, any department of the government find that through any of its subordinates or agencies treasonable publications were transmitted to the enemy or distributed to the people, it would, unquestionably, be the duty of the head of such department, and all subordinates cognizant of such acts, to prevent, in all possible manner, the publication and transmission of all such treasonable matter; and certainly the Post Office Department owes no less duty, in that regard, to the government than any other. The War and Navy Departments are no more bound to be loyal through their agencies and subordinates than the Post Office Department, or to guard more carefully and diligently against treason or treasonnble practices. The whole measure of the abilities of each department is required to protect and secure intact the nation and its Constitution and laws, and your committee know of no prohibition of the necessary means to accomplish that purpose.

The Constitution provides for the suppression of rebellion by the armed power of the government, and charges that duty on the President as commander-in-chief of the army and navy; and in the prosecution of that duty he was, by all the means within his control, embracing the services and the co-operation of the principal officers in the executive departments. Engaged at the time of the action of the Postmaster General, above referred to, in suppressing one of the most gigantic rebellions known in the history of the world, requiring the united and determined action of the people of the loyal States. charged with that high and responsible duty by the express letter of the Constitution, and acting through the executive departments of the government, it became his duty and the duty of each department to see that no act was committed through the agency of the government inconsistent with the overthrow of the rebellion. Had the Postmaster General, then, as one of the executive officers of the government, permitted transmission through the mails of communications or publications of a treasonable character, or giving information to the enemy of the condition of the government forces, encouraging the rebels in their rebellion, or preventing voluntary enlistments, or in any other manner weakening the power and force of the government to put down the rebellion, it would have been in direct conflict with the duty required of the President and executive departments of the government by the express provisions of the Constitution. It was, therefore, the duty of the Postmaster General to deny the use of the mails for such unlawful and criminal purposes. Were it not so, he who would concoct treason and conspire against the life of the government could use for the accomplishment of his purpose the very means which the Constitution dedicates for its own protection, in despite of the officer charged with their control.

Your committee, therefore, find ample authority not only in the character and elements of the government, and the laws and objects of the postal service, but in the express provisions of the Constitution, to warrant and require the Postmaster General to exclude from the mails all treasonable matter, and all papers and publications in aid of the rebellion, or that advise a dismemberment of the Union.

Your committee are not unmindful of the fact that too great caution cannot be exercised in arriving at a conclusion as to what is and what is not lawful mailable matter; or, in other words, what papers, publications, or messages are treasonable in their character, or for other reasons unlawful, and should, therefore, be excluded from the mails.

In the case now before the committee the grand jury of one of the federal courts in the State of New York concurred in opinion with the head of the Post Office Department in the construction of the character of the publications, and the purposes of the publishers, it being, too, in a time when extreme vigilance was demanded in the executive department of the government to preserve the integrity of the Union. And the object being to secure that noble and patriotic object, your committee believe the act of the Postmaster General was

not only within the scope of his powers, but induced solely by considerations of the public good.

In conclusion, your committee cannot refrain from the expression of their conviction that the unhappy condition of the country has been and now is being prolonged by dissensions and divisions in the northern States; that the moral and physical force of the federal government is crippled and diminished by partisan conflicts and an intolerance of political opinions—considerations unworthy of statesmen and patriots, and should be forgotten and unknown in the great work of saving the Constitution and Union from spoliation and ruin. They cannot but believe that the people of the nation will see and appreciate the fact that the only real danger to be feared in this great struggle for the preservation of a free and constitutional government is the continued, persistent, and acrimonious divisions of the councils and energies of the loyal portion of the nation. But it is most confidently hoped and believed that the dangers to which we seem to be drifting will, in due time, arouse the patriotism of the nation and induce a union of councils and the natural elements of governmental strength, so that the well-directed energies of the government will ere long crush this desolating rebellion and restore peace and prosperity to our now sadly distracted country.

The following was submitted as the views of the minority of the committee:

The undersigned dissent from the conclusions of a majority of the Committee on the Judiciary, on the subject-matter referred to it by the foregoing resolution of the House of Representatives, and will exhibit to the House, in debate, at the earliest convenient opportunity, the reasons of this dissent.

GEO. H. PENDLETON.
BENJ. F. THOMAS.
HENRY MAY.

37TH CONGRESS, 3d Session. } HOUSE OF REPRESENTATIVES. { REPORT No. 52.

SUPPRESSION OF HOSTILITIES IN NEW MEXICO.

[To accompany bill H. R. No. 781.]

MARCH 3, 1863.—Ordered to be printed.

Mr. WILLIAM ALLEN, from the Committee on Military Affairs, made the following

REPORT.

The Committee on Military Affairs, to whom was referred bill No. 72, "to provide for the payment of certain volunteer companies in the service of the United States in the war with Mexico, and in the suppression of Indian disturbances in New Mexico," report:

That by the accompanying copies of the muster-rolls of said troops and other evidence it appears that service was actually performed in aid of the military service of the United States by the persons whose names appear thereon, in the manner and for the length of time indicated by the copies of said muster-rolls which are herewith reported. That the service of the persons aforesaid has been recognized by the issue of land warrants to each, as will appear by the copy of a letter from the late Commissioner of Pensions, hereto annexed. But that said troops have never been paid for their services on account of a decision of the Secretary of the Treasury declining payment "because it did not appear that said volunteers were called out by proper authority, and that they were not regularly in the service of the United States."

Your committee are of opinion, however, that as these persons rendered service to the United States, and as they were recognized at the time as being in the service by commanding officers of the United States in the said Territory of New Mexico, and as their services have since been recognized by the government by the issue of land warrants as aforesaid, the government should not now, for the want of any formality in the manner in which said volunteers were received into the military service, refuse payment for the services so rendered.

The length of time these troops were in the service was for various periods, in no case exceeding seventy days, and the committee recommend their payment.

The subject has heretofore undergone a rigid examination by a former military committee of the House, who reported a bill similar to the one now reported, and whose report your committee herein

adopt as giving a further and succinct statement of the manner in which service was rendered by said volunteers, and their claims for remuneration.

The report is as follows:

The Committee on Military Affairs, to whom was referred the petition of the volunteers of New Mexico, submit the following report:

The facts connected with the service of these companies are about the following: General Kearney, on the 18th August, 1846, took peaceable and quiet possession of New Mexico; the allegiance of the people was transferred from the republic of Mexico to the United States, and a military government established over them, regulated by a code of laws called the Kearney code. General Kearney, by his proclamation of August 22, 1846, pledged the faith of the United States to the peaceful inhabitants of New Mexico for the protection of their persons and property.—(See Doniphan's Expedition, pages 86–118.) On account of the incursions of the Indians, and with forces at his command being unable to afford that protection, gave permission to the people of New Mexico to march against the Navajoes.—(See page 208.)

Colonel Newby, by military order No. 22, dated Headquarters of 9th Military Department at Santa Fé, March 27, 1848, the people were ordered to organize and hold themselves in readiness to march against the Indians, repel incursions, and rescue their stolen property. Under the authority thus given there have been organized for service, and have served in battle with the regular troops, various volunteer companies of New Mexico. These troops served before the erection of civil government over the Territory of New Mexico, and as they served with United States troops upon the call, and with the permission of the military and civil governors of New Mexico, they were properly in the service of the United States, and, as will appear by the communication from the Pension Office, have been allowed bounty land. The companies under Captains Skillman and Glasgow served during the Mexican war, and fought bravely at the battle of Sacramento under Colonel Doniphan.—(See Doniphan's Expedition, pages 302, 315, 323.) The company under Colonel St. Vrain was present at the battles of Canada, El Embuda, and Taos, and fought with great gallantry.—(See Doniphan's Expedition, page 393.) The company under Lieutenant D. Vigil, who went with Major Gilpin to the Navajoe country, also performed arduous and valuable services.—(See Doniphan's Expedition, pages 177, 201.) The troops under Major Ramon Luna made one of the most successful and brilliant campaigns on record against the Navajoes.—(See report of J. S. Calhoun, in President's Message and accompanying documents, 1850–'51; also, for the services of the company of Vincenté Romero, see report of Major Grier.) Captain Chapman's report is with the papers showing the services of his troops, and the volunteers with them.

All the troops named in the bill have been recognized as properly in the service of the United States as volunteers. Being so in the service of the United States, the act of Congress of March 19, 1836, provides for the payment of such troops, and all that is required is an appropriation of Congress to enable it to be done. That Congress will take great pleasure in providing the means to pay these troops according to law for their services cannot be doubted.

PENSION OFFICE, *March* 23, 1860.

SIR: I have the honor to return herewith the printed bill, entitled "An act to provide for the payment of certain volunteer companies in the service of the United States, in the suppression of Indian hostilities in New Mexico," which you enclosed to me on the 28th ultimo.

In compliance with your request, I herewith send you copies of the rolls of

the several companies therein named, as they appear on file in this office, viz: Captain C. St. Vrain, Captain Ramon Luna, Captain Anastasio Garcia, Captain Antonio Lucero, Captain Ramon Sanches, Captain Vincente Romero, Captain José Marie Valdez, Captain John Chapman, Lieutenant D. Vigil, and Captain Edward J. Glasgow. No roll of Captain Henry Skillman has yet been furnished.

In reply to your inquiry, I have to state that land warrants have been issued for service in each of these companies; but further than to inquire, in each case, whether the claimant served with the armed forces of the United States for fourteen days, or was engaged in actual battle, this office has not entertained the question as to the precise duration of the service of these companies as such.

I am, sir, very respectfully, your obedient servant, &c.,

GEO. C. WHITING,
Commissioner.

Hon. M. A. OTERO,
House of Representatives.

Your committee therefore report the accompanying bill.

37TH CONGRESS, 3d Session. } HOUSE OF REPRESENTATIVES. { REPORT No. 53.

NIAGARA SHIP CANAL.

[To accompany bill H. R. No. 782.]

MARCH 3, 1863.—Ordered to be printed.

Mr. VAN HORN, from the select committee on the Niagara ship canal, made the following

REPORT.

The select committee, to whom were referred all the papers and memorials in relation to the construction of a ship canal around the Falls of Niagara, upon the American side, to connect the navigable waters of Lakes Erie and Ontario, have had the same under consideration, and beg leave to report:

That upon an examination of the files of the House various reports of past committees upon this subject appear, some of which are quite extensive, covering the whole subject in a clear and able manner. At this time in the session it will not be expected of us that we will seek for many new reasons or arguments in favor of this project, save what our present circumstances suggest, and therefore we shall content ourselves by drawing largely upon the reports of our predecessors, which are ample and conclusive of themselves.

The project of a ship canal to connect the navigable waters of Lakes Erie and Ontario has, for many years, claimed the attention of the general government as one of conceded public utility, and one whose construction is immediately connected with the military and commercial prosperity of the country.

Among the papers asking for aid to this great national work are oint resolutions adopted by the legislatures of several States, to wit: New York, Ohio, Michigan, Indiana, Illinois, and Wisconsin; also resolutions of Boards of Trade of several large and flourishing cities, namely, Chicago, Detroit, Milwaukie, Racine, and a large number of petitions from different sections of the country and many commercial towns of the northern States. These petitions and memorials are entitled to the very highest consideration, for they come from the most intelligent and enterprising men of the country.

The history of this enterprise is briefly this: On the sixth day of March, one thousand eight hundred and eight, the Secretary of the Treasury, in pursuance of a resolution of the Senate of the United States, submitted to that body an able and elaborate report on the subject of roads and canals, in which, among many others of general

interest that might require the aid of the general government, was included one around the Falls of Niagara. In obedience to the requisitions of the resolution, he projected a grand scheme of internal improvement, embracing such objects only as were deemed worthy the aid of Congress, and for whose construction it might, without infringing the rights of the several States in which they were situated, or transcending its own constitutional limits, appropriate a portion of the public money. He arranged the numerous routes recommended into four classes, according to their geographical position and direction; they are as follows:

1. Great canals from north to south along the Atlantic coast.
2. Communication between the western waters and the Atlantic.
3. Communications between the Atlantic, the great lakes, and the river St. Lawrence.
4. Internal canals.

Within the third class was comprehended the plan of a ship canal around Niagara Falls, which was represented as both practicable and of primary importance to the interests and domestic policy of the Union.

In the year 1826 an accurate survey was effected under the direction of private individuals, who had associated themselves together with the view of obtaining a charter from the State of New York, incorporating a joint-stock company for the purpose of accomplishing this work.

Again, in the summer of 1835, the Executive of the United States ordered a third survey to be made on a still more enlarged scale, and, for this purpose, Captain Williams, of the engineer corps, a competent and faithful officer, was sent out to accomplish it—a duty which he performed with an accuracy and minuteness which cannot but inspire confidence.

It is a fact worthy of remark that in every instance where a survey has been ordered and estimates made they have uniformly been followed by results that establish the fact of its feasibility.

In thus tracing the history of this measure it has afforded matter of gratification that, in again bringing the subject to the consideration of Congress, the committee are not chargeable with the responsibility of introducing any new project, nor of pressing any new or unusual claim upon the munificence of the general government, but that they are acting in unison with the views and opinions of the executive branch of the government for three successive administrations.

In settling the question of the expediency of the undertaking three topics of discussion seems to arise for consideration :

1. The practicability of the measure;
2. The constitutionality of the measure; and
3. The ultimate utility.

In relation to the first, the investigation has been met with no impediments, as the practicability has been frequently made the subject of inquiry by competent engineers, founded upon accurate surveys; and as these surveys have been accompanied by detailed estimates of the expenses in labor and money, and have in every instance fa-

vored the project, it was but reasonable to adopt them as the safest and more sure guides. As the question of practicability is ascertained alone by scientific skill and calculation founded upon actual local observation and mensuration, and as these elements are ably combined and developed in the survey and report of Captain Williams, the committee beg leave to extract from it, from time to time, that which relates to this branch of the subject, and adopt it as a part of their report.

In deciding upon the most practicable route for the canal various lines, and different modifications of the same lines, were run by the engineers, and comparative statements made of their probable cost, respectively.

One line commences at Porter's storehouse, and terminates below the rapids, at the village of Lewiston. The second starts at the same point, and terminates at the mouth of the Four-Mile creek, on Lake Ontario. The third general line follows up Cayuga creek, crosses the Lewiston ridge at Pekin, and debouches at the mouth of Twelve-Mile creek. While the fourth general route leaves the Niagara river, at the mouth of Tonnewanda creek, meets the Erie canal at Pendleton and follows that to Lockport, descends the ridge there, and pursues the valley of the Eighteen-Mile creek to its mouth.

It is not the purpose of the committee to express a preference for either of these routes; they believe it not wise to do so. It ought to be left to the President of the United States, or officers appointed by him, to make a selection, and designate a route, upon all the considerations that enter into and make such a work desirable and necessary. Surveys have been made by the government and by parties interested in the construction of this great work, and all the facts developed and made important are matters of record, and can be at any time taken advantage of. Besides, the government can authorize a new survey to be made, if deemed advisable and necessary. This is a great work of national importance, and no local or sectional prejudices or jealousies should operate to influence any one from the high and honorable point all should occupy, which is to leave the question of route to be determined alone upon the considerations that make the work advisable and necessary, by proper officers appointed for that purpose.

The next question that presented itself in the course of investigation was, whether this identical case was embraced in that class over which Congress had conceded jurisdiction; not that the committee apprehended that any valid objection could be raised on that score; but as the object was one of no ordinary magnitude, and in its construction must necessarily draw from the public treasury a sum of money of no inconsiderable amount, it was thought to be due to the government, whose powers are limited, and to the several States, who are interested in its funds, and, finally, to Congress itself, whose reasons for such measures should always appear of record, and whose duty it is to authenticate every act for the appropriation of money by the strongest possible evidence of legal sanctions.

It is not necessary for the purpose of this report to enter into a

profound argument in defence of literal grants or constructive powers of Congress; it is sufficient merely to state those portions of the Constitution under which Congress claims the right to legislate on these objects, and then to establish that right by recorded evidences of an uninterrupted practice, and long acquiescence in that species of legislation.

By the Constitution the general government is charged with the guardianship of all their military and naval interest and operations; so, too, is it intrusted with the unreserved power of regulating commerce with foreign nations, among the States, and with the Indian tribes. It is manifest, therefore, that every object of internal improvement, whose construction will essentially promote the interests of either of these branches of public policy, has a legitimate claim upon the aid of the federal government.

That the Niagara canal has a direct tendency to such results might be assumed upon a slight reflection and observation; but it will appear the more clearly so when its multiplied benefits are represented more in detail—a duty belonging more appropriately to another branch of this report. This and similar measures have been presented to the attention of Congress by the executive branch of the government, through every administration, from the year 1805 to the present day. Thus, the Delaware and Chesapeake canal, the Chesapeake and Ohio canal, the Louisville and Portland canal, and the Dismal Swamp canal, have all, in turn, received their portion of federal munificence, upon the general principle of commercial expediency.

At a later and very recent date Congress has given liberally towards the construction of a ship canal around the Falls of St. Mary's, in the State of Michigan, which completed one more link in the great line of water communication between the great lakes of the north and west.

In the report of the Secretary of the Treasury already referred to, which was submitted under the order of the Senate of the United States of the 2d of March, 1807, a magnificent scheme of internal navigation was brought forward, and pressed upon the consideration of Congress with all the force which the distinguished talent and patriotism of that administration, and the intrinsic merits of the scheme, were capable of bringing to its aid. The general plan which it recommended has already been stated in a former part of this report.

That report gave the reasons for undertaking and pressing forward such great improvements, and why Congress should give them aid.

After stating what is universally conceded by all nations at the present age, the great importance of artificial roads and canals to the physical and moral prosperity of every people, it continues:

"The present population of the United States, compared with the extent of territory over which it is spread, does not, except in the seaports, admit the extensive commercial intercourse within short distances, which in England and some other countries form the principal support of artificial roads and canals. With few exceptions, canals particularly cannot, in America, be undertaken with a view

solely to the intercourse between the two extremes of and along the intermediate ground which they occupy. It is necessary, in order to be productive, that the canal should open a communication with a natural extensive navigation which will flow through that channel.

"It follows that, whenever that navigation requires to be improved, or when it might at some distance be connected by another canal to another navigation, the first canal will remain comparatively unproductive until the other improvements are effected, and until the other canal is also completed. Thus, the expensive canals completed around the great falls of the Potomac will become more productive in proportion to the improvements, first, of the navigation of the upper branches of the river, and then of its communication with the western waters. Some works already executed are unprofitable; many more remain unattempted, because their ultimate productiveness depends on other improvements too extensive, or too distant to be embraced by the same individuals. The general government can alone remove the obstacles. The early and efficient aid of the general government is recommended by still more important considerations."

"The inconveniencies, complaints, and perhaps dangers which may result from the vast extent of territory, can no otherwise be readily removed or prevented than by opening speedy and easy communications through all its parts. Good roads and canals will shorten distances, facilitate commercial and personal intercourse, and unite, by a still more intimate community of interests, the most remote quarters of the United States. No other single power of government can more effectually tend to strengthen and perpetuate that union which secures external independence, domestic peace, and internal liberty."

In this short extract are compressed all the prominent arguments in favor of general expediency as the basis of federal authority in the construction of roads and canals, and it affords a fair exponent of the construction which that talented and popular administration gave to the constitutional powers of Congress over that branch of federal legislation.

The argument acquires additional strength from the fact that the resolution upon which this report was founded limited, in its terms, the inquiry of the Secretary to such a scheme as was within the means and came within the powers of Congress. It is true the Secretary ascribed to Congress greater powers, and gave to it more liberal grants, than would be necessary to contend for in defence of a measure like this, of conceded national utility; but it leads to the origin of the high and unquestioned authority which so ably sustains the object of this report.

Neither the scheme nor the doctrine was permitted to expire with the termination of that administration. The execution of the first was suspended by the unhappy interruption of the friendly relations between this and the British government, which was followed by actual hostilities; but after these obstructions were removed, and peace and mutual harmony restored, the succeeding Executive, relying upon the soundness of the principle upon which it was founded,

again introduced to the consideration of Congress (to use his own language) "the comprehensive scheme of roads and canals."

President Madison, in his annual message of the 3d of December, 1816, immediately on the restoration of peace, in enumerating the objects of general interest, says: "I particularly solicit the attention of Congress to the expediency of exercising their existing powers, and, when necessary, of resorting to the prescribed modes of enlarging them, in order to effectuate the comprehensive scheme of roads and canals, such as shall have the effect of drawing more closely together every part in the common stock of national prosperity."

It is manifest, from the phraseology of that message, the Executive had direct reference to the comprehensive scheme of roads and canals which had been projected under the preceding administration. This portion of the message was referred to a select committee, who made an enlightened and, it might be added, *patriotic* report, in which the great valley of the lakes was particularly adverted to as the grand theatre upon which the general government was destined, at no remote period, to act a distinguished part in effectuating one of the proudest schemes of internal navigation the world ever beheld.

With such high authority before them, as well as other equally important, the committee feel justified in recommending the construction of this canal, even upon the ground of general expediency, if there were no other justifying cause, because it is clearly within that class of cases; but there are other and more important reasons that operate which will be considered hereafter.

The ultimate utility of this canal is the next proposition which claims consideration, and the committee conceive that it may be established from every aspect in which it can be presented. Its importance to the government, in subserving the purposes of military operations both in peace and in war, is a point so universally conceded that to detail all the uses to which it might be converted would indicate a doubt of its utility.

The Niagara river, around whose stupendous cataract the canal is proposed to be made, is thirty-six miles in length, twenty-seven of which are now navigable for ships of the largest class on the lakes, leaving but nine miles of obstructions in the whole length of the river.

The length of the proposed canal on the most remote route from the river will be but short, comparatively, and will of itself be a source of great wealth to the country in the facilities it would offer for business operations connected with the extensive water-power it would produce, and consequently the immense amount of labor and industry that would find ample development. The river, in its whole length, forms the boundary between the peninsula of Upper Canada and the State of New York. By the construction of the Niagara canal, an uninterrupted line of ship navigation is opened from Detroit to Ogdensburg.

"On the banks of the Niagara river, and in the neighborhood of these interesting scenes, were concentrated the military operations of both nations during the late war with Great Britain. At the

mouth of the river, on the American side, stands the once impregnable Fort Niagara; on the other side, and opposite extreme of the river, stands the British Fort Erie; near the cataract lies the battle-field of Lundy's Lane. This section of country formed the principal theatre of the war, and, although many other portions of the frontier were the scenes of brilliant achievements, the centre of action and accumulated strength was established here: here the contending armies, selected from the bravest troops in the world, contended for supremacy; and here, no doubt, in the event of another war, would be concentrated the greatest amount of force and military stores.

A ship communication on the American side, connecting the two lakes, would greatly facilitate and expedite the transportation of soldiers and munitions of war. The efficiency and strength which it would impart to the fleet upon the lakes form an item of no inconsiderable importance in the estimation of its advantages. The convenience it would extend to the naval operations of the United States in concentrating, in a measure, the strength of both lakes at one point, in case of attack or defence, affords an advantage of which the American fleet would have eagerly availed itself during the late war. The history of the naval operations on Lake Ontario during that contest affords a striking proof of the vast importance of the proposed work in a military point of view; and it cannot be doubted that, if a communication between the lakes had then existed by which the naval force of the United States upon the two lakes could have been concentrated on Lake Ontario, the skill, prowess, and valor of the American fleet would have been conspicuously displayed there, under the command of the gallant officer who was assigned to that important station.

Such a work is the more especially needed since the construction, by the government of Upper Canada, of the Welland canal, through which ships of one hundred and twenty tons can pass; thus securing to it all the advantages contemplated from the construction of the Niagara canal. The important change which the system of national defence is about to experience, in the substitution of steam batteries and steamships for the sea-coast and lakes, and roads and canals for the land defence, will add greatly to the importance of a more extended system of lake improvements.

There has been of late such a revolution in our system of warfare and defence, that already forts and fortifications, to a very great extent, are giving way to other modes of defence. The system of gunboat fighting upon our lakes, rivers, and other waters, has become so efficient, and consequently so popular of late, in our present war, that the attention of Congress and the government is turned towards developing and extending it to a much larger and more perfect system, and to give it still greater efficiency. Let it not be supposed, however, that forts and fortifications will be entirely set aside, for, under some circumstances, they may be very necessary, and will be retained; still the public mind is evidently turned towards the new system of fighting and defence, and no doubt that experience and demonstration will prove it to be a very great advance upon the old

one. The efficiency of this practice of warfare depends entirely upon the facilities given to pass from point to point, from lake to lake, and river to river; hence the necessity of a more enlarged system of internal navigation. The general efficiency which the use of railroads and canals gives to a land force, by increasing the rapidity of movement, is one of the principal reasons in favor of this great work, as the force of the upper lakes could be thrown immediately upon Lake Ontario, or back again, to the points above. The construction of this and other kindred works will form a new era in the military and commercial policy of this country, and especially as it regards the interior and lake frontier. Reference is here had to the work proposed by which our great waters on our borders are connected with each other and with the Mississippi river. The expense will be small and the results very important. Access would, in the completion of this work, be given to the lakes from the Mississippi river, where our gunboats could be built, or kept to be used in any emergency, as we cannot build them on our lakes under the treaty with Great Britain. The completion of these works as proposed does not do away with the propriety or necessity of the construction of this canal around the falls, while it would be an additional facility for accomplishing the same purposes, in part, sought to be secured in the construction of a ship canal.

The extent of frontier, both maritime and inland, is too great to warrant the hope that the United States will ever be able to defend them by a system of fortification. To guard every point on our frontier with the guns of a regularly constructed fortification would swell the military expenses of the government to an inconceivable amount; besides that, it would require the constant service of more troops to man them than would be compatible with the pacific and wise policy of the government. The convenience it would extend to the naval operations of the United States in concentrating, in a measure, the strength of both lakes at one point, in case of attack or defence, is an argument for the construction of this work, and clearly set forth in the report of the engineer who surveyed the different routes for this canal under the direction of the government. It is from the pen of one well skilled, and is entitled to great weight.

He says:

In regard to general considerations involved in the project of the canal around the Falls of Niagara, those relating to military defences are first in a national point of view; scarcely less prominent, however, are those which relate to the amelioration of commercial relations between the highly productive regions of the upper lakes and the northeastern States.

Regarding it as a national military work, without adverting to the precise location of the canal, (which, by reference to the routes we have surveyed, would be matter for the locating engineer, as directed by the views of the national government,) its advantages would be to give celerity to the movement of forces, munitions of war, shipping—in a word, the *materiel* of an army between the two lakes, Erie and Ontario which, in case of war with Great Britain, would doubtless become the scene of active operations.

The efficiency imparted to military force, derived from the power of concen-

trating, is a principle in strategy too well understood to need illustration. In its application to our subject we realize its value in a conspicuous manner.

It is almost certain that, in the event of hostilities between the United States and Great Britain, the naval warfare on the lakes would be extensively assisted, or perhaps entirely conducted, by vessels propelled by steam. In such case their light draught of water would enable them to pass from one lake to the other with such dimensions of canal as have been projected.

This is a desideratum to which every mind must be sensible. It would impart mobility to our force, and enable us oftentimes to secure the fruits of a victory, or suddenly to repair the disasters of defeat.

By this facility the invasion of our territory on either lake might be prevented, with all the concomitant, desolating effects of war. A thousand modifications of circumstances might be adduced to show defeat and disaster to our arms as the result of the want of means of co-operation between our naval forces on the lakes; but I regard it as sufficient to lead the attention to this department of the subject, without occupying time with details, which must be obvious to every intelligence.

Neither ought our government to flatter itself that the British and Canadian government are insensible to the advantages to be derived, in such an event, from interior communication. The former has already constructed a steamboat canal, ostensibly for military purposes, from Montreal to Kingston, and one for commercial and military purposes from Lake Ontario to Lake Erie.

The advantages to be derived to the British, in case of hostility, from these facilities would be incalculable; and a commensurate caution is called for on our side to counteract their tendency. Under the administration of the Duke of Wellington, a chain of communication, by steamboat canals, was opened from Montreal to Kingston, a distance of 246 miles. These consist of La Chine, Carrillon, Blondeau, and Grenville canals; but the project, to which these are only accessory, is the Rideau canal, extending from Bytown to Kingston, 126 miles, which alone has cost the British government the sum of $6,000,000, and boasts of some of the finest construction in the department of civil engineering existent in any country. Yet this is only a part of the project; and a line of military works is contemplated to secure it against aggression, and render it an efficient channel of communication in the event of war with the United States.

The works on the Rideau canal were constructed under the direction of Colonel By, of the royal engineers, assisted by officers of the same corps. It remains under surveillance of the engineer department, and officers of engineers are stationed at Bytown and Kingston and intermediately for that object. The military works at Quebec are proceeding to completion, at great expense, and the garrisons at various points of their frontier are by no means neglected. These facts are not irrelevant, as demonstrating that the British government, although in time of profound peace, regard the military position of the colony with marked solicitude.

When we contemplate the maps of this region, and notice the peninsula of Upper Canada jutting into our country, and reflect that, independently of its local advantages, with those of soil, climate, and population, it possesses a retired and guarded line of communication, issuing from the impregnable fortress of Quebec, in the hands of so great a military power as Great Britain, we should not be insensible to such precautions as are calculated to increase the security of our frontier, whilst subserving in an eminent degree the cause of commerce, agriculture, and civil industry.

We are not so illusory as to interpose the Niagara canal as an *ægis* against the growing power to which we have alluded; but it should be regarded as one important measure, as concentrating population, by opening the facilities of collateral avenues, by rendering available the immense hydraulic advantages of

which this point is susceptible, and by thus giving strength to this exposed frontier.

It must not be imagined that its contiguity to the frontier would render it unsafe for such object; for, supposing it to receive the attention from government that it deserves, in a military aspect it may be regarded as one of the strongest defensible positions on our frontier.

With great deference, we advance the opinion that a liberal policy would regard such a project as of the greatest national importance, as calculated to increase the strength of this at present assailable frontier, by augmenting its population and resources, and by providing it with arms and all the materials for defence.

The shield of national protection would be thus interposed, with a paternal care, to shelter the inhabitants of this section from the calamities incidental to their position in time of war.

But a more enlarged view may be taken in regard to the proposed project—a view in which I cannot but think the country at large, stimulated by a sense of national pride, must take a deep interest.

In the event of a war, it is apparent, from the increasing resources of Upper Canada, and the policy by which Great Britain appears to be actuated, that the most energetic efforts would be made upon the frontier; and it would be question of invasion from one side or the other, conducted upon an extensive scale. Should we not become the aggressors, it is almost obvious that the enemy would soon place himself in the attitude to become so.

A true policy, founded upon established principles, dictates that we should prepare for the contingency under any circumstances; but the more imperiously in the present instance, where the object may be effected with inconsiderable expenditure in ostensible military preparation, and without giving the slightest ground of complaint to a nation with whom we are at peace.

By arts of peace, and for purposes of great commercial utility, we may prepare this section of the country to become, in case of emergency, a depot of inestimable value to the whole of our northwestern frontier.

From this *point d'appui*, in the event of invasion from our side, troops and munitions of war could afford ready re-enforcements to lines of operation diverging, as they would do, from this point of contact of the hostile territories. Under the influence of its strength and its contiguous resources, the passage of the Niagara river could be commanded, both at the head and foot of navigation, below and above the falls.

In the circumstances under which Canada was placed last war, it was undoubtedly the plan to have cut the enemy's line of operations on the St. Lawrence: as Canada would then have fallen into our hands for want of resources within herself.

But the face of things has changed in regard to that country, as already explained, and she would henceforward possess internal resources of no ordinary capacity. Moreover, to cut off the enemy's line of communication, which would be operated by the Rideau canal, and sustained by defensive works, would require a more extended line of operation on our part, greatly calculated to weaken our position in that quarter.

We should, therefore, be obliged to turn our attention to the invasion of Upper Canada; and, with this object in view, such a point as the one to which we refer would become a principle of energy. It would give consistency to our project of campaign, by reducing our lines of operation to their minimum; inspire confidence in the militia, by the idea of the proximity of a place of support; and enable us to improve good fortune, or recover from the effects of bad; in a word, it would enable us not only to achieve victories, but render them valuable in their results.

With such resources at hand we should be enabled to effect that greatest of desiderata, to carry the war into the enemy's country; whilst our own soil and firesides upon this frontier should be guaranteed from the horrors of invasion.

In contemplating a state of things such as this hypothesis is founded upon, I do not think my views can be deemed visionary, however tranquil may appear the horizon in this quarter at the present moment. Indeed, all history teems with the assurance that war is a state of things inseparable from the nature of man, springing from causes so light in their incipiency as to baffle the speculations or the predictions of the most profound political wisdom in assigning results to the diplomatic intercourse of nations.

But, waiving the idea of collision with the Canadas, it may be shown that the site referred to possesses many peculiar advantages as a manufacturing depot to suit the most general emergencies; and the existing posture of affairs with a powerful maritime nation may possibly give some weight to the propositions I am about to advance.

The stupendous peculiarity of its hydraulic advantages needs no comment. I will not attempt to demonstrate what may be regarded as a proverb. It is unquestionable that a greater water-power, and that, too, in its application to practical purposes, can there be commanded than at any other point on the surface of the globe.

But, besides the military and naval advantages to be secured to the general government by the construction of this canal, the internal commerce of the country, the arts of peace, civilization, and the quiet and harmony of the federal Union are among its most prominent objects.

That internal commerce may flourish in a manner commensurate with the enterprise and intelligence of the age, it is requisite to establish a corresponding system of intercommunication. The important facilities which a well regulated system of internal navigation will afford to the various operations of domestic commerce, and of every species of industry, are too generally known at the present time to require the aid of argument or a labored illustration. Still, in recommending a project of this magnitude, it will be expected that something will be urged in its defence.

Internal commerce, while it is the fruit of domestic industry, is at the same time one of its most efficient supporters. By it the superabundant products of one climate or section of country may be exchanged for those of another, whereby the comforts and luxuries of one portion may be extended to and divided among all.

One of the first and most obvious advantages of a system of internal navigation is to be found in the advance in value of real estate. The value of real property is in the compound ratio of its productiveness and facilities to market. If an agricultural community has cultivated its lands to a state capable of supplying the home demands, the improvements of the actual products will become stationary, unless the district is made accessible to a foreign demand; when this is the case, cultivation may advance to an indefinite extent, until it arrives at its maximum of improvability, or the foreign demand is supplied.

It is a grand feature in the topography of the United States that its territories are so extensive as to embrace almost every characteristic of climate, surface, soil, and natural productions. As yet, a small portion of its vast agricultural surface (a point in comparison to its extended area) has been brought to its highest state of cultivation. Until within a very few years, comparatively speaking, agriculture in the United States has been prosecuted as a means of subsistence, not as a source of luxury and wealth. It has been practiced as an art—a mere occupation—and seldom studied as a science. This has been in a great measure, probably wholly, owing to the want of a ready and profitable market, or convenient avenues for transportation.

Let the government once traverse their vast inland agricultural regions by roads and canals, and an impulse is at once given to agricultural pursuits, and a value added by the motive which is created for advancing the productiveness of the land. In this case one of the elements of value is increased by the introduction of the other; accessibility to market gives a spring to improvement in agriculture, and the latter gives value to the land. Not only is the value of land advanced, but every kind of produce, whether of raw or manufactured materials.

The history of the political economy and the improvements in England and America, for the last sixty years, furnishes an astounding proof of this proposition.

In fact, one of the greatest reasons for the support and passage of the Pacific railroad bill, by which the great western world towards the Pacific is to be opened to the enterprise, industry and genius of our people, is the fact that it will so develop the resources of that section of our country as to make it a source of wealth in the end to the whole country, rather than a permanent cost and drain upon the energies of the government. In the passage of that great measure of relief to our western coast, and the loyal people of the Pacific shore, by which the untold wealth of a great continent is to be developed and spread all over our land, the present Congress has arisen above the low considerations of sectional and political jealousies of the past, and planted itself upon a high and just ground of true nationality. The world will so regard it, and the future will indorse the action as eminently wise and patriotic.

That the construction of artificial roads and canals is the only means of developing the entire wealth and energies of a nation may be abundantly established by comparing England, as she now is, with what she was seventy years ago; and by contemplating, for a moment, the rapid and unparalleled advances which the United States has made in population, wealth, and every species of industry. The Hudson and Erie canal, in New York, and the Erie and Ohio canal, in Ohio, have done more to advance the population, wealth, and enterprise of the western States than all other causes combined; nor will it be doubted that they have been the efficient cause of not only increasing the value of the public lands, but of contributing to the unparalleled rapidity of sales. This result has been produced in two ways: by rendering the means of emigration cheap and convenient, and by opening a market for the exportation of produce.

It is the first duty of every nation, as well as for its interest, to afford its citizens, by every means in its power, the facilities for the acquisition of the conveniences of life, and even the means of acquiring wealth; for the wealth and happiness of every nation are but the aggregate wealth and happiness of its people: so that every measure which is calculated to promote the welfare and happiness of individual communities a wise government will be willing and ready to adopt. The intelligence, the enterprise, and the industry of the American people, and the success and permanence of their happy form of government, require the provision of every possible facility for domestic intercourse, and a liberal and extended system of intercommunication.

The opportunity afforded by an efficient internal commerce for a reciprocal interchange of interest, sympathy, and good offices, and the amalgamation of habits, purposes, and moral feeling among all and every class of its citizens, afford the greatest security to the harmony and constitution of the federal Union, and the moral elevation of the character of the people. By such a policy, every State, and every portion of country or climate, is made productive, whether hill or vale, mountain or glen; all are made subservient to human comfort and enterprise. It opens new resources of individual and national wealth: by it the granite mountains of the east may exchange their bulky products for the gold of the south, and the grazing summits of the north may exchange commodities with the cotton flats of the Gulf; while the alluvial valleys of the lakes and the Mississippi can furnish all with their rich abundance of breadstuffs, and the whole Union can appeal to the tops of its mountains for lumber and to their bowels for ores.

There are vast regions of unimproved lands, nearly in the immediate neighborhood of the most populous cities, which are now considered unproductive and valueless, from which, if there were proper avenues of exportation, they would become inexhaustible treasures of wealth. The mighty chain of the Appalachian range, the Green mountains of Vermont, the snowy peaks of New Hampshire, and the lesser elevations of the Ozark are all so many depositories of wealth; all abound, more or less, in minerals, marble, and granite; articles which will increase in value according to their accessibility to market.

There is no project of equal magnitude that would produce equal results with the one under consideration. The region of country which immediately contributes to the commerce of the lakes and their tributaries embraces an area of nearly 170,000 square miles. The face of the country, the quality of the soil, and the character of the climate are such as to render it capable of sustaining a population, agricultural and manufacturing, as dense as that of any other equal portion of the globe.

It is unnecessary to indulge the eye of fancy in tracing the vista of future times for the purpose of speculating upon the increase of population in the older States from circumstances as yet undeveloped. If this were permitted, we might gratify the imagination with the most splendid results of new schemes and new developments of wealth and national grandeur in those very regions where enterprise and the arts have for years appeared stationary. We should see that those States are at an immeasurable distance from their maximum density in population. It is sufficient for the present object to measure the immediate and magic growth in population and resources of that interesting country with which this work is more directly connected.

It has been said that the country comprising properly the valley of the lakes contains an area of 170,000 square miles. By a comparative view it is found to contain 50,000 square miles more than all the British possessions in Europe, while its population is vastly less.

This estimate has reference to what may be denominated the *valley proper* of the lakes.

But this is but a portion, perhaps the smaller, of the immense territory of country which owes tribute to its commerce. When every section of country which, by natural and artificial communication, is now and must eventually be interested in its commerce, not incidentally but directly, is included, they will swell the area already stated to 290,000 square miles—an area equalling that of France and the island of Great Britain, which, together, sustain a population of upwards of 50,000,000.

The communication already effected between the Ohio river and Lake Erie by the Ohio canal, and the one in successful progress of completion between the same lake and the navigable waters of the Wabash, as also the one commenced to connect Lake Michigan with the Mississippi, through the Illinois, which latter work it is now proposed to aid, will open to the commerce of the lakes the extensive alluvial regions of the Ohio, Missouri, and Mississippi, and, by the last-mentioned river, the cotton and sugar plantations of the southern States, and the rich mines of the upper Mississippi. In short, there is no section of the Union that is not directly interested in the commerce of these internal seas ; and a cursory view of the geography of this vast expanse of interior America must convince every reflecting mind of the primary importance of a ship communication from the lakes to the ocean, as contemplated in this and other projected works, not only for the exportation of the agricultural productions of the country, but to develop the new and untold resources that have not yet caught the vigilant eye of the American operator.

It is to the extensive system of internal communication, so wisely planned and faithfully supported, that Great Britain is indebted for her unparalelled prosperity and unrivalled system of home industry. Notwithstanding the greater island of Britain, comprised in an area 81,000 square miles, is surrounded on every side by the bread expanse of the Atlantic, indented with bays and harbors and intersected by numerous natural avenues of internal navigation, she has already constructed very many miles of canals and railroads. By these natural and artificial means she has rendered accessible, both to her foreign and domestic commerce, all her agricultural and manufacturing districts, as well as all the important localities of her rich and valuable mines, rocks, and earths, all of which contribute their share to the industry and wealth of the country. In this consists, mainly, the wisdom of her policy. There is nothing a government can do that can so readily and effectually develop the entire wealth of a country, natural and artificial, as creating and supporting a liberal scheme of interal improvement. A great portion of the northwestern States are underlaid with rich mineral ores, and, perhaps, earths, which, from their bulk and weight, cannot be brought into market; they must, therefore, be unproductive until facilities are afforded for exportation. When this shall be done, much employment will be provided for the American operator, and an incalculable amount added to the capital and wealth of the nation.

Surely such considerations and motives should stimulate to greater efficiency in the scheme of internal improvements.

Let the government establish a system of navigation commensurate with the growing importance of the lake commerce, and what might now appear the fabrications of fancy would, and must soon, prove a sublime reality. That Great Britain does not consider this a mere vision may be gathered from her gigantic scheme of navigation already projected and nearly completed, which will give her a ship navigation from the Gulf of St. Lawrence to the mouth of the Thames, in the upper province. The Canadians have constructed the Welland canal, which completes a ship navigation from Malden to Kingston; and the Rideau canal, which connects the Ontario with the Ottawa river; and they now have under contemplation, what is not already completed, works to make perfect lines of communication through their entire possessions.

As to the dimensions and cost of the proposed canal much might be said, but we prefer to leave that to the report of Captain Williams, the engineer who made the government surveys. Very much, of course, depends upon the width and depth, as well as the length of the work, and the extent of the locks.

The project under consideration contemplates a ship or steamboat canal; and we assume, for dimensions of locks and breadth of canal, proportions to render the work a means of transportion for steamboats or sail vessels navigating, or that may navigate, Lakes Erie and Ontario.

The cost of construction will depend very much, as before stated, upon the route and the size of the work; but whatever it may be, it will be but small compared to the benefits of the work accomplished. The estimates on file are for a canal with dimensions less than would now be demanded, and, consequently, the estimates would fall below the actual expenditure now required. Captain Williams put it in his estimate at from two to five millions of dollars; but the present demands of commerce and the nation, in view of military defence, require a larger sum, say from six to eight millions of dollars.

Captain Williams further says, in speaking of this great work, as follows:

The section of country to which the project of the Niagara ship canal relates is, perhaps, the most interesting on the American continent, whether we consider its geological formation, the incidents of a frontier war, still fresh in the memory of every American, or its peculiar and magnificent characteristic, the cataract, whose fame has reached the uttermost bounds of the civilized world.

The great waters of our northwestern possessions, covering an area of 150,000 square miles, bounded by a development of coast, belonging to the United States, of 3,294 miles, and of the British colonial possessions, of 2,425 miles, are at length discharged through the narrow channel of the Niagara. It is from the head of this river, at the outlet of Lake Erie, to its termination on Lake Ontario, that the question of an artificial navigation arises, and forms the subject of the present report; and if only to achieve a conquest over the mightiest of nature's works involves a sentiment of sublimity, the feeling will not be impaired by the reflection that the conquest may be easily wrought;

and, when achieved, shall be the means of extending civilization, and promoting the social happiness of a large proportion of our country.

Indeed, it cannot fail to excite astonishment, when the reflection is once led to the subject, that, up to this epoch of an age resplendent with improvements in all that relates to the melioration of commerce and the advancement of civilization, this work, upon our own soil and on a scale commensurate with its importance, should still remain to be executed. It needs not the aid of demonstration to prove its utility. It is one of those objects that strike us with instinctive conviction, and we are intuitively impelled to the belief of its comprehensive usefulness, even if abstraction be made of everything but the general position; that it would connect two bodies of water, leading to the most remote regions, and capable of bearing upon their deep and expansive bosoms the navies of the world, in five seas, which are yet essentially separated, by reference to the scale of commercial enterprise that legitimately belongs to such a vast extent of geographical limit.

The greater the facilities for transportation by land and by water the less will be the cost of such transportation. The vast grain and produce-growing regions of the west, to which we have referred, are directly interested in opening up every avenue to market possible; and in view of the rapidly growing west in resources, wealth, and enterprise, the modes of communication which we now enjoy will be far too small to render the facilities that the future will demand. The State of New York has done nobly in constructing her works of internal improvement. Her canals and railroads reflect great honor upon her people and upon the whole country, while they have been to the great west and the country at large as much or more of a benefit than to herself. It is not proposed to speak insignificantly of these great works by any means, or to throw any obstacles in the way of their prosperity, but only to say that a liberal and wise policy and a sound statesmanship will provide all the means and facilities possible to commerce, thereby lessening the cost of transportation, and benefiting and lifting up the industry and enterprise of the country. However great the facilities presented that are now proposed, the great works above referred to, now in successful operation, will have all the business they can possibly do, and in time be unable to meet the demands upon them. The fact, then, that the construction of this ship canal will lessen the cost of transportation from the west to the east, even though lake instead of canal navigation be used for a short distance, is an argument in favor of this work rather than an objection to it. If this canal were constructed of proper dimensions more American shipping, it is true, would go through it into Lake Ontario than now goes through the Welland canal; still a great portion of such business, in a time of peace, has and will find its way through the Welland canal, so that our existing lines of transportation will reap no benefit from such business, if the work in question be not constructed. *In this regard, it is a question whether our people and our country have the benefit of such a vast and increasing business, or whether the Canadian people have it.*

As to the saving in expense in transportation from the west to New York, Captain Williams says:

"The simple fact that it saves a distance of artificial navigation of 120 miles, and only increases the absolute distance by 15 miles, and a few feet of lockage,

is a sufficient element to establish its great relative economy; and this hypothesis is sustained by experience: for it appears by official returns that there is a saving of expense on the amount of goods transported between New York and Cleveland of upwards of 30 per cent. by this route over that by Buffalo, even under the present inauspicious circumstance of a defective channel of communication around the Falls of Niagara through the Welland canal."

Lest this report become too voluminous, we will draw it to a close with a few suggestions. In the past, on various occasions, this great enterprise has received great consideration from the Executive, and the favorable attention of congressional committees. It has been pressed upon the attention of the government by boards of trade, leading commercial men, and State legislatures, and exhibited in all its importance. The bill which will accompany this report will specify as to the dimensions of the proposed work, and ask the amount of money necessary for its construction. We are aware that the energies of the government are now taxed to the utmost extent to carry on the war, but that tax upon us seems to strengthen and elevate our credit rather than otherwise. Besides, this war will not last always, but we hope soon close. The history of the world cannot show an instance like our case. We carry on the greatest struggle the world ever saw within our own resources, and at the same time our credit is fair. Our resources are immense; our patriotism is unfailing, and the confidence of our people in the justness of our cause is beyond a doubt. When this war closes, and the authority of the government is restored, its honor vindicated, and its authority respected, with our vast resources heretofore unknown, but now discovered, our national prosperity will be unlimited, so to speak, and our people will enjoy a higher life, and rejoice in more complete success than ever before. As our energies are tried, and we learn our strength and power, we are prepared to make effort commensurate with that knowledge. These great works of national, military, and commercial importance should not be delayed by any considerations whatever. The efforts put forth in their construction will themselves strengthen and unite our people, and make our Union more worthy of our love and protection. Every road and every canal the government aids binds our Union together, and unites our people, and tends to enrich, by developing our resources and bringing out the wealth that lies hidden in the industry and enterprise of our people. The amount asked of the government is very small, comparatively, and what a work can be accomplished by the expenditure! It is a work of national pride, of military necessity. We owe it to our loyal people of the west and north, largely interested in commercial business upon our great chain of lakes, that every facility for protection be furnished to enable them to carry on successfully and safely their business. We owe it to ourselves as a nation not to be compelled to make use of foreign enterprise, foreign skill, and foreign public works, when we have all the enterprise, skill, and resources within ourselves to provide better facilities than thus employed, while by so doing we would be developing our own resources and benefiting the labor and industry of our own people. The course pursued by

our Canadian neighbors during the unfortunate civil war in which we are now engaged, if no other reason existed, should be enough to influence us to action in this direction. Never have a people so utterly failed to be governed by good considerations as they have. Our legislation, conduct, and actions towards them as a people have all been calculated to bring them under the greatest obligations to us, and cause them to treat us as friends, and not as enemies. When will Americans forget the insults and outrages they tried to heap upon us, and their efforts to bring us and our cause into contempt? Never, so long as we have any regard for our honor as a people. Our brave and loyal citizens engaged in service upon our lakes ought not any longer than it will take to construct our own ship canal be compelled to travel theirs in the prosecution of their legitimate business, and Congress and the government ought to give their early and earnest attention to the construction of the work that is herewith proposed. We might enlarge upon this matter to greater length, but forbear. Every consideration demands favorable action, and the committee can but believe that the bill which now proposes to secure the completion of this valuable work will meet with a hearty approval from Congress.

We close this report by using, as expressive of our feelings and views, the closing words of the report of Captain Williams on this subject, as follows:

"If I have shown more interest in the question than is usually looked for at the hands of the engineer, it is that I have felt the strongest conviction of the grandeur, even sublimity, of the enterprise, combined with its general usefulness to the country, and the facility of its execution."

Respectfully submitted.

37TH CONGRESS, 3d Session. } HOUSE OF REPRESENTATIVES. { REPORT No. 54.

NIAGARA SHIP CANAL.

[To accompany bill H. R. No. 783.]

MARCH 3, 1863.--Laid on the table, and ordered to be printed.

Mr. SEDGWICK, from the Committee on Naval Affairs, made the following

REPORT.

The Committee on Naval Affairs, to whom was referred the memorial of Horace H. Day, for the construction of a ship canal around the Falls of Niagara, beg leave to report:

That the subject is one of the highest interest, and demands the earnest attention of Congress. The project is by no means a new one, and surveys have repeatedly been made under the direction of the government, and they show the work to be practicable and highly desirable for military purposes. Both for commercial and military reasons the construction of a ship canal, within our own jurisdiction, between Ontario and the upper lakes, is much to be desired.

The late stage of the session at which the memorial was referred has made it impossible to go into an extended statement of the feasibility and advantages of the proposed canal, and they therefore recommend the printing of the memorial and bill accompanying it and this report, and that the whole subject be indefinitely postponed.

To the Senate and House of Representatives of the United States of America in Congress assembled:

The undersigned, on behalf of himself and his associates petitioning, respectfully represents: That, in their belief, the best link in the proposed plan of connecting the tide-waters with the great lakes, by canals navigable for gunboats, would be a ship canal around the Falls of Niagara; that such a canal compares favorably with the plans before Congress in many respects, some of which are as follows:

It is a shorter route.

It would have an abundant and constant supply of water.

It can be constructed with safe and convenient harbors at either end, and in about the time required for the simple enlargement of the locks in the Erie canal.

It would be a permanent structure, of great service in peace as well as in war, and would form a link in future improvements for connecting the lakes with the seaboard by canals navigable for ships.

It would take vessels which now ascend the river St. Lawrence to Lake Ontario through the canals around the rapids of that river through the upper lakes, and connect the commerce of those lakes with the ocean by a navigable highway of greater capacity than the Welland canal.

Being thus permanently valuable, its cost to the government would be reimbursed by the tolls received from commerce. All the benefits would be derived from it, without loss to the government, which are expected from the appropriations which are proposed to be made and sunk in erecting temporary structures.

It would be a valuable permanent structure for all time, instead of a number of temporary ones, which may never be used for the purpose for which they are proposed to be constructed within the period of their duration.

The undersigned further represents that he is the owner of the existing hydraulic canal around the fall, and of the site for a harbor at the Niagara river above the falls, which harbor and canal can be enlarged at a comparatively small expense, so as to furnish a navigable highway of the requisite size for about a mile and a half of the proposed route; that he and his associates are willing to give the government the use of this property for a reasonable compensation, and to undertake the construction of the rest of the said ship canal, with safe and convenient harbors at either end on the Niagara river, and to give satisfactory security for the completion of the same within three years, if the government will grant them the necessary powers and authority, and will grant them as a loan a reasonable amount, to be agreed upon, to be repaid out of the income of the canal when completed.

Whereupon they pray that an act may be passed authorizing the construction of a ship canal around the Falls of Niagara, of at least ten feet deep, eighty feet wide at the bottom, with locks not less than forty-four feet wide and two hundred and twenty feet long, and granting your petitioner and his associates the requisite powers for the location and completion of the same, with the loan of the credit of the government upon the security of the canal already built, and that to be constructed, to such an amount as may be agreed upon, and upon such terms, conditions, and restrictions as shall be necessary and proper.

And your petitioner, &c.

HORACE H. DAY.

NEW YORK, *February* 9, 1863.

37TH CONGRESS, 3d Session. } HOUSE OF REPRESENTATIVES. { REPORT No. 55.

WISCONSIN AND FOX RIVER IMPROVEMENT.

MARCH 3, 1863.—Laid on the table, and ordered to be printed.

Mr. PIKE, from the Committee on Naval Affairs, made the following

REPORT.

The Committee on Naval Affairs, to whom was referred a resolution relative to the improvement of the Wisconsin and Fox rivers, ask leave to report:

The resolution is as follows:

Resolved, That the Committee on Naval Affairs is requested to inquire into and report upon the practicability and probable cost and time required to improve the Wisconsin and Fox rivers so as to give an uninterrupted navigation from the Mississippi river to Lake Michigan for vessels-of-war two hundred feet in length, thirty-four feet beam, and drawing not less than six feet of water; and also to report such other facts relating to the defence of the lakes, and a suitable naval station or stations thereon, as they may deem desirable for the information of the House.

That it is practicable to make the improvement contemplated in the resolution there would seem to be no doubt. A feasible route for this purpose is described as running from Green bay, up the valley of the Fox, forty miles to Lake Winnebago; thence sixteen miles, in this lake, to the inlet of the Upper Fox; thence one hundred and ten miles by the Fox to Portage City; thence two miles by canal into the Lower Wisconsin; thence down this navigable river one hundred and fifteen miles—in all, two hundred and eighty-three miles from the head of Green bay to the Mississippi.

Congress made an appropriation for this route in 1848 by a grant of land to the State of Wisconsin, pursuant to a recommendation of Mr. Poinsett, then Secretary of War. Work was commenced upon it under an act of the legislature of that State, accepting the terms and conditions of the grant, and was prosecuted over four years.

After expending $400,000 the work passed into the hands of a company organized by the legislature of said State on condition that said company should complete the same within three years so that steamboats of thirty feet beam, drawing two feet of water, could, with facility, pass from Green bay to Portage City.

This company carried on the work for three years, and nearly com-

pleted the same to the capacity required, at an expenditure of about $400,000.

In 1856 the legislature passed another act requiring an increased capacity to the improvement, so that boats drawing four feet of water could navigate the Lower Fox river, and those having a draught of three and one-half feet could pass on the Upper Fox; the locks to be 160 feet long by 35 feet wide, admitting of the passage of boats 144 feet by 34 feet wide, of a tonnage of from 300 to 350 tons. This work was commenced immediately and prosecuted with energy until the revulsion in the money market in the fall of 1857, when it was in part suspended, but, through the perseverance of the stockholders, it was carried on slowly for about two years, and certain portions of the work were brought into use and are now in successful operation. On this last work $300,000 were expended, and it now requires an outlay of $40,000 to complete it according to the latter plan.

As to the practicability of enlarging the works so as to admit of the passage of boats of the size described in the resolution, Colonel Cram, of the United States corps of topographical engineers, says:

Those steamers, however, that are in the habit of navigating the Upper Mississippi, in attempting to ascend the Wisconsin in times of low water, meet with sand-bars. These are the only obstructions, and they are of a shifting character. The same steamers, however, which are unable to ascend in lowest stages of water, would meet with no difficulty in ascending the Wisconsin during spring and fall. It is for seasons of low water that the navigation needs to be improved.

In 1839, under orders of the Bureau of Topographical Engineers, I made a survey, plans, and estimates for improving the navigation of the Fox and Wisconsin, and for connecting them by a navigable canal.—(See vol. 6, 26th Cong. 1st sess., Senate Doc. No. 318, 1839–'40, where may be found printed all the details, with maps, &c.) The estimates were made for a depth of water at all times not less than five feet; the width of canals when formed by cutting 40 feet on the bottom, and 55 feet on the water-line; locks 110 by 30 feet clear in the chamber.

The first problem which I had to solve by surveys in the field referred to the question "quantity of water" for the Upper Fox. I found this to be ample, independent of sources other than those flowing naturally into it, to sustain a navigation in the Upper Fox of six to seven feet, by some extra engineering. But when I found by the levelling instrument that the Wisconsin terminus of my proposed canal for connecting the two rivers was higher in times of low water by 18½ inches than the terminus at the Fox, it was at once seen that the whole Upper Wisconsin could be made a feeder to the Fox. Then all apprehension as to ample water for a navigation of six to seven feet in the Fox was dispelled, without resorting to extra engineering.

At that time the head sources of the Upper Wisconsin were not well known except to the Indians. The next year, (1840,) after having made my report on the improvement of the Fox and Wisconsin, I was ordered to survey the boundary between Michigan and Wisconsin. The old maps had recognized Lac Vieux Desert as the head of Montreal river, which empties into Lake Superior. I discovered, however, that this lake was the veritable head of the Wisconsin, and in 1841 I descended this river with two surveying canoes of my party from Lac Vieux Desert, and critically examined the river for 140 miles, down to Plover Portage.—(See map No. 2.) The length of the Upper Wisconsin above Portage City is 236 miles, at least, and the Lower Wisconsin 115 miles—making

the whole river 376 miles long. Since the period of my topographical surveys public land surveys have been extended up the valley of the Wisconsin to include Lac Vieux Desert, giving us all desirable knowledge in regard to the *supply* of *water* that may be counted upon to feed the navigation of the Lower Wisconsin as well as the Upper Fox. I am now satisfied, from careful investigation of this question, that, with proper engineering, the Lower Wisconsin can be improved so as to maintain a navigable depth of six to seven feet as well as the Upper Fox, whenever the military defence of the lake country or commerce of the northwest shall require it.

The resolution which has induced the invitation for my views on this subject only calls for an improvement for a draught of six feet. A depth for this draught it would not be at all difficult to maintain by a system of very simple engineering in the Lower Wisconsin.

The improvements of the Fox river and a canal at Portage City have been made by locks and dams and dredging, and are in successful operation by a company. Daniel C. Jenne, now division engineer of New York canals, and late engineer and superintendent of Fox and Wisconsin improvements, has estimated "the cost of improving the Lower Wisconsin, 115 miles in length, to a permanent depth of at least six feet, at $250,000; and for the enlargement of the locks and increasing the depth from the Wisconsin all the way down to the head of Green bay, at $1,000,000—making the sum total, from the Mississippi to Green bay, $1,250,000; insuring the passage of boats of six feet draught at lowest stages of water, the locks allowing a boat 200 feet long by 34 feet beam to pass, and the time for completing the work at two years."

In my professional examinations of the Lower Wisconsin, at several points, I found a remarkable uniformity in its currents. Mr. Jenne says of the Lower Wisconsin: "It has a descent of about one foot to the mile; is from 500 to 1,000 feet wide, and a current of two miles per hour; there is a channel, in all cases, of five to six feet depth in low water; but this being crooked, when the water spreads out, requires to be reduced in width by means of wing dams, when the river will make its own channel as it recedes from high to low water."

The plan requiring no cross dams in this river is worthy of consideration; and the success of the wing or side dams will depend upon their form, location, and the material and care with which they may be constructed. In the Chinese rivers, if we are to believe the Jesuit travellers who have written on their improvements, such as proposed for the Lower Wisconsin by Mr. Jenne, have been successful. Mr. Jenne has constructed similar ones on the Upper Fox, which I am credibly informed have proved highly successful; and his experience in these has probably led him to recommend his method for improving the Wisconsin.

As to the cost of making the improvements, and the time required to complete them, Mr. Jenne says:

"In order to complete the work for the passage of gunboats 144 feet long, with thirty-four feet beam, and drawing six feet of water, the following expenditures will be required:

ON THE LOWER FOX RIVER.

Raising eight dams, varying from 600 to 1,400 feet in length	$30,000
Rebuilding one dam 700 feet, Kankauna	12,000
Rebuilding four locks	104,000
Raising fourteen locks and new gates	66,000
Raising banks and protecting with wall five miles of canal	83,000

Excavating channel at foot of the Depere lock	$10,000	
Excavating channel of river at Menasha and Neenah	25,000	
Rebuilding guard gates at Kankauna and Menasha	10,000	
Total Lower Fox		$340,000
On the Upper Fox river.		
Building five locks and dams	$150,000	
Dredging channel at different points, and other necessary work	120,000	
Total Upper Fox		270,000
On canal and locks, Portage City.		
Enlarging and deepening canal and protecting banks	$30,000	
Rebuilding guard lock and protecting head, and cutting down breast wall of lift lock	30,000	
Total		60,000
Wisconsin river.		
Building dams for contracting channel of river, and other necessary work		250,000
		920,000
Add for engineering contingencies		80,000
Total		1,000,000

Should it be considered advisable to make the locks of sufficient length to pass boats of 200 feet, it would be necessary to increase the length about sixty feet. The location of all the locks now built is such that this change can readily be made at a cost of $10,000 per lock; the whole cost would then be as follows:

Cost of improvement, as per foregoing estimate	$1,000,000
Cost of lengthening 25 locks, $10,000 each	250,000
Total for boats 200 feet long	1,250,000

The above estimates are, in my opinion, ample for the work contemplated, which can all be done in two years.

Colonel Cram adds somewhat to Mr. Jenne's estimate, and gives the cost as follows:

Probable estimate to pass a boat 200 feet long by 34 feet beam

I would increase Mr. Jenne's estimate for his proposed method of improving the Lower Wisconsin, so as to allow a draught of 6 or 6½ feet, to	$315, 000 00
And for the canal at Portage City, 6 or 6½ feet draught, to	70, 000 00
And for the Upper Fox, 6 or 6½ feet draught, to	340, 000 00

To which add the above estimate for an improvement in the Lower Fox for a draught of 12 feet, including the dredging of 24,000 cubic yards at the mouth of the Fox.....	$1, 662, 384 00
Total.....	2, 387, 384 00

The committee see no reason to doubt the accuracy of the estimates of these gentlemen. Practical men usually add a reasonable percentage to the estimates of engineers, however honest or eminent they may be. Perhaps it would be well for Congress to make the addition in this case, if they could get at reliable results.

As to "defences of the lakes," the committee have already expressed their opinion in a report which has been printed by order of the House. It is contended that Green bay would be an admirable naval station; or if that comes within the purview of the treaty of 1817, parties interested suggest Lake Winnebago as offering all the advantages of Green bay, and avoiding the objections arising out of the treaty.

But to establish a naval station at either place would be but an evasion of the agreement with the British government. That arrangement was simply to leave the lakes unarmed, except by the few vessels mentioned in the treaty. When the time comes that Congress deems it proper to fortify the lakes, let the government give the notice of six months by which the stipulation in the treaty which it is now sought to avoid can be annulled. The treaty provides that "if either party should be hereafter desirous of annulling this stipulation, and should give notice to that effect to the other party, it shall cease to be binding after the expiration of six months from the date of notice."

We can realize more fully, perhaps, the propriety of this suggestion if we consider what our own opinion of the British government would be if it should undertake to establish a naval station in some obscure Canadian lake with an artificial outlet to one of the great lakes. Should we, under such circumstances, think the British goverernment kept entire good faith?

In the present posture of affairs it is quite apparent that the advantage is largely in our favor. In case of hostilities with England, the lakes must be controlled by the nation having the most powerful fleets upon them. As compared with ours, the Canadian government is small and feeble. It is dependent upon Great Britain, and the contest for the control of the lakes would practically arise between the United States and a government across the Atlantic. In saying this we do not intend to disparage the people of the Canadas. We recognize their vigor and thrift, and see no obstacle to a brilliant future. But they are unarmed. More than that, they are unprovided with shops and yards from which to arm themselves. The provinces have always depended upon the home government for defence; and last year Canada positively refused to incur the expense of making preparations to arm itself. So long as this state of things continues we may well be content.

The true ground, as the committee think, upon which to place the propriety of yielding assistance to this Wisconsin enterprise, is its great national importance in making cheaper and easier the intercourse between the grain regions of the northwest and the manufacturing and commercial States of the east. The expenditure of twenty millions in the completion of this work and that of Illinois, with a corresponding enlargement of the means of conveyance in the east, would be many times repaid in the increased general prosperity which would result from it. Whenever some systematic and well-matured plan shall be laid before Congress which shall compass this result, it is to be hoped that it may be adopted.

37TH CONGRESS, 3d Session. } HOUSE OF REPRESENTATIVES. { REPORT No. 56.

PATENTS WITHIN RESERVATION OF FORT LEAVENWORTH.

MARCH 3, 1863.—Laid on the table and ordered to be printed.

Mr. SAMUEL S. BLAIR, from the Committee on Private Land Claims, made the following

REPORT.

The Committee on Private Land Claims, directed by a resolution of the House of Representatives of the 7th July, 1862, to "make full investigation into the alleged issue of patents for land included within the military reserve at Fort Leavenworth and all the circumstances connected therewith, and also inquire in relation to the present situation of the military reserve at Fort Snelling," respectfully submit to the House the following report:

The first duty imposed by the resolution of the House upon the committee was an investigation into an alleged issue of patents for land included within the military reservation at Fort Leavenworth, and all the circumstances connected therewith.

It appears, from the records of the General Land Office, that, on the 3d day of January, A. D. 1862, there patents were issued covering land alleged to be within the lines of what is called the Fort Leavenworth military reservation. The patentees in whose names the patents were severally issued were John Connor, Henry Tiblow, and Ne-con-he-con, chiefs of Delaware Indians. The patents were sent to the Commissioner of Indian Affairs, who delivered them to James C. Stone, of Leavenworth City, who claimed, by deeds of prior date from these Indians, the right to the lands. A short time afterwards the officer in command at the fort, with commendable promptness, reported to the Secretary of War the fact that patents had issued, and that, in his opinion, they would cover even the buildings occupied by the government for military purposes. The Secretary of War immediately communicated the information he had received to the Hon. Elihu Washburne, of the committee on fraudulent contracts, on whose motion the subject was referred to this committee. It appears that, on the 10th November, 1860, the acting Commissioner of Indian Affairs addressed a communication to the Secretary of the Interior, in which he stated: "My attention has been called

by A. J. Isaacks, esq., in a communication addressed to this office on the 21st ultimo, to the claim of the Delaware Indians to certain lands in the Territory of Kansas, occupied in part as a military site for Fort Leavenworth, and to their right to the island in the Missouri river between the mouth of the Kansas river and said military post, lying west of the main channel of the Missouri. I have investigated the subject, and have arrived at the conclusion that the Delawares have never been legally divested of their right to the lands which they claim. A statement of the facts in the case, as I have been able to ascertain them, is herewith submitted in support of the views I entertain of the subject and upon which my opinion is based."

On the 25th February, 1861, the acting Secretary of the Interior decided the question adversely to the views presented by the Indian Office, as appears by his reply of that date. wherein he says:

"Upon an examination of all the facts connected, it is found that the land had been claimed and occupied as a military site or cantonment in 1827, two years previous to the treaty with the Delawares, and had been held continuously for that purpose by the government up to the 10th of October, 1854, when a plat of survey and field-notes of the tract were submitted by the Secretary of War to the President for his approval and order for reservation for military purposes. Such an order of same date appears indorsed upon the field-notes.

"As the President is not understood to possess the right to reserve private property for public purposes, it is proper to assume that the title to the land in question was decided by the very order of reservation to be in the government, and that that order concludes the case, so far as this department is concerned. I cannot, therefore, concur in the views expressed by your office, so far as relates to any land within the limits of the Fort Leavenworth reservation."

This was the posture of the case until the 7th of November, 1861, when the Secretary of the Interior reversed the decision of the acting Secretary, above recited, by an order in the following words:

"Upon examination of the case, the decision of this department by the acting Secretary, as stated within, is reconsidered and set aside, and the decision of the Commissioner of Indian Affairs, as expressed in his report of the 10th November, 1860, is affirmed, and survey ordered as prayed.

"CALEB B. SMITH,
"*Secretary*."

By this order the Secretary simply decided that the lands (afterwards covered by these patents) belonged to the Delaware Indians, and were not within the proper limits of the fort. The claim preferred by Mr. Stone, on the part of the Indians, is based upon treaties between them and the United States, the first of which was made in 1829, in which it was, among other things, stipulated as follows: "It is hereby agreed upon by the parties, that the country in the north fork of the Kansas and Missouri rivers, extending up the Kansas river to the Kansas line, (line of Kansas Indian reservation,) *and up*

the Missouri river to Camp Leavenworth, and thence by a line drawn westwardly, having a space ten miles wide north by the Kansas boundary line for an outlet, shall be conveyed and forever secured by the United States to said Delaware nation as their permanent residence; and the United States hereby pledges the faith of the government to guarantee to said Delaware nation forever the quiet and peaceable possession and undisturbed enjoyment of the same against the claims and assaults of all and every other people whatsoever."

By another treaty with the United States, of May 6, 1854, the Delawares ceded to the government their lands, excepting a designated portion which was reserved for their permanent home. The United States undertook to sell the ceded portion (within which the lands in question are situated) and hold the proceeds in trust for them. It was likewise stipulated by a subsequent treaty of May 30, A. D. 1860, that in consideration of the services of the chiefs they should have allotted to each a tract of land, to be selected by themselves, and that they should receive a patent in fee simple therefor from the President of the United States, viz: John Connor, 640 acres; Sar-cox-ie, 320 acres; Rock-a-to-wha, 320 acres; Ne-con-he-con, 320 acres; Henry Tiblow, 320 acres. Deeds were afterwards executed to J. C. Stone, by Jno. Connor, Ne-con-he-con, and Henry Tiblow, for their respective claims or "floats." giving him authority to select the location of the same according to the terms of the treaty. Mr. Stone made the selection with what is claimed as the military reserve, and obtained the patents therefor which are the subject of the resolution of the House.

Under the stipulations of the treaty of 1829, it is claimed that as there was then no designation by metes and bounds of what is called "Camp Leavenworth," consisting of a few buildings on the right bank of the Missouri. The northerly boundary line of Delaware territory commenced at a point immediately *on* the river, and ran westwardly to the point ten miles north of the Kansas line; and by so running the line all that part of what has been treated and considered the military reservation, south of such line and on which these patents are located, was within their territory. It is true that at the date of this treaty, 24th September, 1829, there was no formal reservation by the President of any specific portion of the public lands for the use of Camp Leavenworth. In 1827, Colonel Leavenworth, of the 3d infantry, was ordered by Major General Brown to ascend the Missouri river with four companies of his regiment and to take post on its left bank, within a range of twenty miles above or below its confluence with the Little Platte. He selected the present site of Fort Leavenworth "for a permanent cantonment," on the right bank of the river, and his selection was duly approved. Buildings were erected for the accommodation of troops, and the surrounding lands were used for pasturage and tillage purposes for the use of the post. It was thus held by the government at the date of the treaty of 1829, with boundaries undefined. In 1830, Mr. Isaac McCoy, a surveyor, was instructed to survey the boundary of the Delaware country, as ceded by the treaty of 1829, and it became necessary for

him to fix the point where the eastern boundary line running northward up the Missouri reached Camp Leavenworth, where by the treaty it was to terminate, and from which the line in question was to run westwardly. It is stated by the Secretary of War, Mr. Davis, in a report to Congress in 1855, that McCoy fixed the termination of that line on the river bank, one mile north of Three Mile creek, and about two miles north of the flag staff of the cantonment. Whence he ran—not "*a line westwardly*," but avoiding the buildings, improvements and lands required for the use of the post—a line four miles southwest and three miles north, till he reached a point in a line drawn from the centre of the cantonment.

From an examination of a copy of McCoy's map, it appears that the northerly line of the Delaware country is boldly marked as a straight line, from a point ten miles north of the Kansas line to the Missouri river bank; but he plots out a tract of land south of the line which he states was made with a view to a reservation. He says "In the treaty with the Delawares of September 24, 1829, no provision was made for a military reserve at Cantonment Leavenworth. It has been thought desirable that a tract of six miles on the Missouri river and four miles back should be secured for this object Accordingly the survey about the garrison has been made with a view to such a reservation, as will be seen by a reference to the plat. In this arrangement the Delaware chief, to whom the whole was fully explained on the ground, has cordially acquiesced." The report of McCoy seems to have been filed in the War Department, and there is nothing on record to show any action of the department upon it; but the lands within his survey were occupied by the military authorities for various purposes from that time till 1854 At this date the territory of Kansas was erected, and the influx of white settlers, who began to locate in the neighborhood of the fort, directed the attention of the government to the propriety of a formal reservation of land for military purposes, and accordingly a survey for a reservation was made, under the direction of Captain E. F. Hunt, 4th artillery, which reduced the bounds of McCoy's reservation, by excluding about twenty-five hundred acres on the west and south. A map of the reserve as thus reduced was duly reported, and a formal reservation made by the President on the 10th October, 1854. It is for land within this reservation that the patents were issued.

The committee are deeply impressed with the necessity of observing the strictest faith in the execution of all treaty stipulations; but it would seem to them that we are not required by the letter or spirit of the treaty of 1829 to recognize the Delaware claim to the land in question. The treaty must be interpreted in the light of surrounding circumstances at its date and the subsequent acts of the parties, so far as they may serve to exhibit their intentions and purposes. At the date of the treaty the government had a "permanent cantonment" called Fort Leavenworth. It was far away on the outposts of civilization, a point selected with reference to the adaptation of the adjacent lands for pasture and cultivation, and needful for the convenient occupation of the post for military purposes. The character of this

occupation was known to both parties, it was known likewise that no survey had been made designating the exact limits of the occupation; and in view of these facts they designated the eastern line of the Delaware country as extending up the river to "Camp Leavenworth." It must be presumed that it was within the expectation and intention of the parties that this undefined, uncertain occupation, which was to be permanent, would be subsequently defined by actual survey so as to include a quantity of land reasonable in extent and suitable for the purpose of a "permanent military station." Hence it was that when McCoy defined its bounds the principal chief, who attended him as the representative of the tribe, expressed his cordial acquiescence in the proposed boundary, which was deemed a reasonable and fair designation, and hence it was that the occupation by the government for nearly thirty years afterwards was never challenged by the tribe or any of their chiefs. In view of these facts it is the opinion of the committee that when it was stipulated that the eastern line should run to Camp Leavenworth, and the northern line from thence westwardly, &c., that the intention was to run the line westwardly from the exterior boundary of the military lands. As properly designated, the construction of the claimants would regard the camp as a mathematical point on the bank of the river, and would run the northern line not *to* the camp, but *through* it—through its fields and the buildings used by the troops. The committee have deemed it their duty, in obedience to the resolution, to express their views upon the merits of the claim in question, although, in their opinion, no action of Congress in the premises is needful or proper. It appears that on the 10th June, 1862, after the attention of the Secretary of the Interior had been called to the subject by the resolution of the House, and by complaints of two of the Indian patentees, he directed the patents to be cancelled, because they were issued "without legal authority," and were "null and void;" and as the patents had been delivered to Mr. Stone, certificates of their revocation were sent by the Commissioner of Public Lands and entered on record in Kansas. Afterwards, on the 27th August, 1862, a bill was filed in the circuit court of Kansas, by the district attorney of the United States, to set aside the patents. This case was brought to a hearing, on the bill, answer, and proofs, in November, and a decree against the validity of the patents was entered, from which an appeal was taken and is now pending in the Supreme Court of the United States. The case thus rests in the hands of the judiciary, where the rights of the parties, on a full view of all the facts, will be safely determined—there the committee propose to leave it.

They herewith submit a copy of the record of the cause above mentioned, containing nearly all the documentary testimony relative to the claim, and ask leave to be discharged from the further consideration of the subject.

The committee were further directed by the resolution of the House to inquire into the present condition of Fort Snelling. They have assumed that, as the circumstances attending the sale of the lands belonging to that reservation have heretofore been the subject of full

investigation by a select committee of the House, it was not expected that they should re-examine them. They have to state that the only information which they have been able to obtain touching this portion of their duty is, that suit has been instituted by the government against Franklin Steele for the purchase money, which, it is to be hoped, will be prosecuted with all convenient despatch to judgment.

The committee ask leave to be discharged from the further consideration of the subject.

APPENDIX.

No. 1.

FORT LEAVENWORTH RESERVATION.

IN THE HOUSE OF REPRESENTATIVES, *July* 7, 1862.

On motion of Mr. Washburn,

Resolved, That the Committee on Private Land Claims be directed to make full investigation into the alleged issue of patents for land included within the military reserve at Fort Leavenworth, and all the circumstances connected therewith, and also inquire in relation to the present situation of the military reserve at Fort Snelling; and that they be authorized to send for persons and papers, and examine witnesses under oath.

Attest:

EM. ETHERIDGE, *Clerk.*

No. 2.

DEPARTMENT OF THE INTERIOR,
Office of Indian Affairs, November 10, 1860.

SIR: My attention has been called by A. J. Isaacks, esq., in a communication addressed to this office on the 31st ultimo, to the claim of the Delaware Indians to certain lands in the Territory of Kansas, occupied in part as a military site for Fort Leavenworth, and to their right to the island in the Missouri river, between the mouth of Kansas river and said military post, lying west of the main channel of the Missouri.

I have investigated the subject, and have arrived at the conclusion that the Delawares have never been legally divested of their right to the lands which they claim. A statement of the facts in the case, as I have been able to ascertain them, is herewith submitted in support of the views I entertain of the subject, and upon which my opinion is based.

It was believed that the value of the Delaware lands would be enhanced by the sale to the Leavenworth, Pawnee, and Western Railroad Company of that portion thereof remaining, after the tracts to be allotted to the members of the tribe in severalty and those for special objects had been selected and set apart; and by the third article of the treaty with the Delawares of May 30, 1860, it was therefore agreed that said company should have the preference of purchasing said lands upon the conditions therein prescribed.

It would appear that the parties to the treaty of May 30, 1860, were aware that the Delawares claimed other lands than those designated in the first article thereof; hence there was inserted in the third article of said treaty the clause in the following words: "and that the United States will issue a patent in fee-

simple to said company, upon the payment as aforesaid, for all their land remaining in Kansas."

The matter is respectfully submitted for your consideration and direction.

I have the honor to be your obedient servant,

CHARLES E. MIX,
Acting Commissioner.

Hon. J. THOMPSON,
Secretary of the Interior.

Statement showing the right of the Delawares to a portion of the land occupied as a military site for Fort Leavenworth.

By the treaty of September 24, 1829, with the Delawares, and in pursuance of a previous recommendation of the United States, it was "agreed upon by the parties that the country in the fork of the Kansas and Missouri rivers, extending up the Kansas river to the Kansas line, and up the Missouri river to Camp Leavenworth, and thence by a line drawn westwardly, leaving a space ten miles wide north of the Kansas boundary line for an outlet, shall be conveyed and forever secured by the United States to the said Delaware nation, as their permanent residence. And the United States hereby pledges the faith of the government to guarantee to the said Delaware nation forever the quiet and peaceable possession and undisturbed enjoyment of the same against the claims and assaults of all and every other people whatever."

The resolution of the Senate ratifying the treaty above referred to of September 24, 1829, provided "that the President of the United States, with all convenient despatch, employ a surveyor at the usual rate of compensation for like services, to run the lines of the country by the foregoing treaty granted to the said Delaware nation of Indians, to establish certain and notorious landmarks, accurately and permanently to distinguish the boundaries of the said granted country and of the said outlet reserved in this treaty; that the said surveyor run the lines and fix and establish the boundaries of the said granted country and the said outlet, in the presence of an agent to be designated by the Delaware nation, and that it shall be the duty of the said surveyor to report to the President of the United States his proceedings in the premises, together with a map or draft of the said granted country and the said outlet, and that when the President shall be satisfied that the said proceedings had been concurred in, and approved of, by the agent of the said Delaware nation, he shall also approve of the same by his signature and seal of office, and cause one copy of the same to be filed among the archives of the government, and one copy to be delivered to the agent of the Delaware nation for the use of the said nation, and which shall be thereafter binding and conclusive upon the respective parties to the foregoing treaty."—(See Senate Documents, 2d session, 33d Congress, vol. 7, Doc. 50, pp. 4 and 5.)

Under the authority of the foregoing resolution Isaac McCoy was selected to survey the lands aforesaid, and instructions were directed to him on the 3d of June, 1830, from the War Department which, in part, are as follows:

"The Secretary of War, by the authority of the President of the United States, refers the execution of this duty to you (him.) No detailed instructions are necessary, since these are ample in the treaty, and the resolution of the Senate which accompanies it. You will be governed by these *in every particular.*"—(See same volume and pages of Doc. 50.)

There is on file in this office a report of McCoy, surveyor of the Delaware lands, addressed to Hon. John H. Eaton, Secretary of War, in which he says:

"SIR: It was July 19th that I actually entered upon the discharge of the trust which you had pleased to confide to me on the 3d of June," (1830.)

Captain John Quick, the agent chosen by them (the Delawares) to attend the surveying of their lands, is an aged and respectable man, and second chief of the tribe. The Delawares, anxious to move into their new country before the commencement of cold weather and needing his assistance in removing, had instructed him not to remain with our party until the work was completed, but to return to them so soon as he had followed their lands designed for *settlement*. In consequence of this, I was *unable* to keep him with me until the completion of the survey. His certificate, witnessed by the commanding officer and sundry others at Cantonment Leavenworth, and by the Delaware and Shawnee interpreters, and the accompanying certificate of Major Campbell, the sub, though on this occasion acting agent for the Delawares, will, I doubt not, be entirely satisfactory.

It is worthy of notice that in going from the Shawnee agency to Cantonment Leavenworth we necessarily crossed over the eastern end of the entire tract assigned to the Delawares. In passing thence to the Kansas agency, we reached the place of our beginning on the Kansas line. We had travelled over their country the whole distance from east to west, and in doing this we had varied our course so as twice to cross their lands from north to south.

Captain Quick was then conducted along their eastern (western) line to its northern extremity, and shown the commencement of each line of their outlet. Thence he proceeded along their northern boundary to Cantonment Leavenworth. By these means and by his occasional hunting excursions, he obtained an extensive view of their country and a thorough knowledge of its locality and character.

In the treaty with the Delawares, of September 24, 1829, no provision was made for a military reserve at Cantonment Leavenworth. It has been thought desirable that a tract of six miles of the Missouri river and four miles back should be secured for this object. *Accordingly, the survey about the garrison has been made with a view to such a reservation, as will be seen by reference to the plate.* In this arrangement the Delaware chief, to whom the whole was fully explained on the ground, has cordially acquiesced."—(See same vol., Doc. 50, pp. 5 and 6; also, copy of diagram herewith, which accompanied instructions to McCoy, marked A.)

Upon the right of the Delawares, this office has held "that all that portion of what is known as the military reserve at Fort Leavenworth lying south of a direct line drawn from Cantonment (Fort) Leavenworth to a point ten miles north of the northeast corner of the old Kansas line belongs to the Delaware Indians, and that Mr. McCoy was not authorized by his instructions, the treaty, and the resolution of the Senate, to set apart or appropriate any portion of it to military purposes, and that all that he did do, therefore, in the way of running the lines marked on the map thus, 'S. 8° W. 4 miles,' and thus, 'N. 3° west 3 miles,' are void and of no effect."—(See same vol., Doc. 50, p. 6. See diagram herewith, B.)

From a report of the Secretary of War, Hon. Jefferson Davis, in compliance with a resolution of the Senate of February 12, 1855, it would appear that until after the act organizing the Territories of Kansas and Nebraska no reservation had been fixed by metes and bounds, in pursuance of the forms of law, for Fort Leavenworth.

The Secretary, in his report, seems to have acquiesced in the opinion expressed by this department, that the land in question was that of the Delawares under the treaty of 1829, for it is known that the area, within the lines first run by McCoy and the reduced lines of survey made in 1854, was recognized by government as the land of the Delawares, and it was so disposed of for their benefit, under the treaty of 1854. It follows, therefore, that if the Delawares had a

right to the lands so disposed of, they had a right to all the land intended to be granted by the treaty of 1829, as indicated in the instructions to the surveyor of 1830.

The report of Secretary Davis, above referred to, contains the last expression of his views upon this subject, and may be found in volume 7, Senate Documents, 2d session 33d Congress, Document 58, page 2.

DEPARTMENT OF THE INTERIOR,
February 25, 1861.

SIR: I herewith return the papers submitted in your report of 10th November last, relative to the claim of the Delaware Indians to certain lands in the Territory of Kansas, occupied, in part, as a military site for Fort Leavenworth.

Upon an examination of all the facts connected with the case, it is found that the land had been claimed and occupied as a military site or cantonment in 1827, two years previous to the treaty with the Delawares, and had been held continuously for that purpose by the government up to the 10th of October, 1854, when a plat of survey and field-notes of the tract were submitted by the Secretary of War to the President for his approval and order for reservation for military purposes. Such an order, of same date, appears indorsed upon the field-notes.

As the President is not understood to possess the right to reserve private property for public purposes, it is proper to assume that the title to the land in question was decided, by the very order of reservation, to be in the government, and that that order concludes the case, so far as this department is concerned. I cannot, therefore, concur in the views expressed by your office, so far as relates to any lands within the limits of the Fort Leavenworth reservation.

Very respectfully, your obedient servant,

MOSES KELLY, *Acting Secretary.*

Hon. COMMISSIONER OF INDIAN AFFAIRS.

[Indorsement.]

DEPARTMENT OF THE INTERIOR,
November 7, 1861.

Upon examination of this case, the decision of this department by the acting Secretary, as stated within, is reconsidered and set aside, and the decision of the Commissioner of Indian Affairs, as expressed in his report of November 10, 1860, is affirmed, and survey ordered as prayed.

CALEB B. SMITH, *Secretary.*

No. 3.

Pleas before the circuit court of the United States within and for the district of Kansas, on the seventh day of November, in the year of our Lord one thousand eight hundred and sixty-two.

Be it remembered that heretofore, to wit, on the 27th day of August, A. D. 1862, the United States of America filed in the office of the clerk of the circuit

court of the United States for the district of Kansas their bill of complaint, in the words and figures following, to wit:

To the judges of the circuit court of the United States for the district of Kansas:

The United States of America bring this their bill against John Connor, Ne-con-ne-con, and Henry Tiblow, all residents of the county of Leavenworth, citizens of the State of Kansas, and members of the Delaware nation and tribe of Indians, and against James C. Stone, who is a resident of the city of Leavenworth, and a citizen of the State of Kansas.

And thereupon your orators complain and say that, by the first article of the treaty made and concluded at the city of Washington, on the sixth day of May, A. D. 1854, between George W. Manypenny, commissioner on the part of the United States, and certain delegates of the Delaware tribe of Indians, which treaty was ratified by the Senate of the United States on the eleventh day of July, A. D. 1854, there was reserved as a permanent home for the said tribe that part of their country lying east and south of a line beginning at a point on the line between the Delawares and half-breed Kansas, forty miles in a direct line west of the boundary between the Delawares and the Wyandotts; thence north ten miles; thence in an easterly course to a point on the south bank of Big Island creek, which shall also be on the bank of the Missouri river, where the usual high-water line of said creek intersects the high-water line of said river.

And your orators, further complaining, say that, on the thirteenth day of May, A. D. 1860, the said tribe of Delaware Indians made and entered into another treaty with the said United States, which said treaty was ratified by the Senate of the United States on the 22d day of August, A. D. 1860, and which said treaty contains the following article:

"ARTICLE VII. In consideration of the long and faithful services of the chiefs of the Delaware nation, and of their interpreter, who is also a member of the nation, it is further agreed that the said chiefs and interpreter shall have allowed to each a tract of land, to be selected by themselves, and shall receive a patent in fee simple therefor from the President of the United States, viz: John Connor, principal chief, six hundred and forty acres; Sar-cox-ie, chief of the Turtle band, three hundred and twenty acres; Rock-a-to-who, chief of the Turkey band, three hundred and twenty acres; Ne-con-he-con, chief of the Wolf band, three hundred and twenty acres; and Henry Tiblow, interpreter, three hundred and twenty acres. The lines of each tract to conform to the legal subdivision of survey. It is further agreed that, from the money as paid the Delaware tribe of Indians in accordance with article numbered ten of this treaty, the chiefs of said tribe of Indians shall appropriate one thousand five hundred dollars as the annual salary of the councilmen of the said tribe of Indians."

And your orators, further complaining, say that, on the thirteenth day of February, A. D. 1862, there was recorded in the office of register of deeds of Leavenworth county, State of Kansas, in book S., pages 103 and 104, an instrument purporting to be a conveyance, executed February 12, A. D. 1862, by said John Connor and one Charlotte Connor to said James C. Stone, of the following real estate alleged to have been selected by the said John Connor in pursuance and by virtue of the said seventh article of the treaty last hereinbefore mentioned and referred to, to wit: The southwest quarter of the northwest quarter of section number twenty-three, (23;) the southwest quarter of said section twenty-three, (23;) the southeast quarter of the northeast quarter of section number twenty-two, (22;) the east [half of the southeast quarter] and the southwest quarter of the southeast quarter of said section twenty-two, (22;) lots numbered four, (4,) five, (5,) six, (6,) and seven, (7,) in section twen-

ty-six, (26,) and lots numbered three (3) and four, (4,) in section twenty-seven (27,) all in township eight (8) south, of range twenty-two, (22,) east of sixth principal meridian, Kansas, containing six hundred and forty-seven and twenty hundredths ($647\frac{20}{100}$) acres; and on the same day there was recorded in the same office, in the same book, on pages 104 and 105, an instrument purporting to be a conveyance, executed February 12, A. D. 1862, from said Henry Tiblow and one Mary Ann Tiblow to the said James C. Stone, of the following real estate, alleged to have been selected by the said Henry Tiblow in pursuance and by virtue of the said seventh article of the treaty last above mentioned, viz: The southeast quarter of section numbered twenty-three, (23;) lots numbered three, (3,) four, (4,) of section twenty-four, (24;) and lot numbered four, (4,) of section numbered twenty-five, (25,) all in township number eight (8) south, of range number twenty-two, (22,) east of sixth principal meridian, Kansas, containing three hundred and twenty-nine $\frac{29}{100}$ ($329\frac{29}{100}$) acres; and on the same day there was recorded in the same office, in the same book, on pages 105 and 106, an instrument purporting to be a conveyance, executed February 12, 1862, from said Ne-con-he-con and one Ne-la-che-la-qua to the said James C. Stone, of the following real estate, alleged to have been selected by the said Ne-con-he-con in pursuance and by virtue of the said seventh article of the treaty herein last before mentioned, viz: The northeast quarter of section twenty-three, (23;) the east half [of the northwest quarter] and northwest quarter of the northwest quarter of said section twenty-three, (23,) and lot numbered two, (2,) of section twenty-four, (24,) all in township number eight (8) south, of range number twenty-two, (22,) east of the sixth principal meridian, Kansas, containing three hundred and thirty-two (332) acres; all of which said lands described in said three instruments are a partition of the military reservation known as Fort Leavenworth, and have been occupied as a military reservation for a long space of time, to wit, for the term of thirty years, and are not included in the boundaries of the permanent home reserved to the said tribe of Delaware Indians by the first article of the treaty between the United States and said tribe of Delaware Indians, made on the sixth day of May, A. D. 1854, and ratified by the Senate of the United States on the 11th day of July, A. D. 1854, but are situated a long distance north of the north boundary of said permanent home so reserved as aforesaid.

And your orators, further complaining, say that on the third day of January, A. D. 1862, there was issued from the General Land Office of the United States, in favor of the said John Connor, a patent for the lands described in the instrument hereinbefore mentioned as purporting to have been executed by the said John Connor and Charlotte Connor to said James C. Stone, and which patent was recorded in said General Land Office, in vol. 11, on pages 522 and 523; and that on said third day of January, A. D. 1862, there was issued from the said General Land Office, in favor of the said Henry Tiblow, a patent for the lands described in the instrument hereinbefore mentioned, as purporting to have been executed by the said Henry Tiblow and Mary Ann Tiblow to the said James C. Stone, and which patent was recorded in the said General Land Office, in vol. 11, on pages 525 and 526; and that on said third day of January, A. D. 1862, there was issued from the said General Land Office, in favor of the said Ne-con-he-con, a patent for the lands described in the instrument hereinbefore mentioned, as purporting to have been executed by the said Ne-con-he-con and Ne-la-che-la-qua to said James C. Stone, and which patent was recorded in the said General Land Office, in vol. 11, on pages 524 and 525. And your orators aver that said patents never were delivered to the said John Connor, Ne-con-he-con, and Henry Tiblow, respectively, but that the same were delivered to, and ever since have been, and now are in the possession of the said James C. Stone. And your orators, further complaining, say that the said John Connor, Ne-con-he-con, or Henry Tiblow, never did, under or by virtue of the said seventh article of the treaty of May 30, A. D. 1860, between the United States

and the Delaware Indians, select the lands described in the patents aforesaid, nor any part thereof, nor did they, or either of them, ever request that a patent or patents be issued to them, or either of them, for said lands, or any part thereof.

Your orators further say that the lands, and every part thereof, described in said patents were not and are not subject to selection by the said John Connor, Ne-con-he-con, and Henry Tiblow, or either of them, under and by virtue of the said seventh article hereinbefore referred to; and your orators aver that the said patents, and each of them, were so executed and issued to said John Connor, Ne-con-he-con, and Henry Tiblow, respectively, as aforesaid, without the knowledge of or authority from the Secretary of the Department of the Interior of the United States, and the same were, by the said Secretary, on the 10th day of July, A. D. 1862, revoked, cancelled, and declared null and void, and an order of the revocation of said patents was, on the 26th day of July, A. D. 1862, recorded in the office of the register of deeds of Leavenworth county, State of Kansas, in book "S," on page 626.

And your orators further say that at the time the pretended conveyances aforesaid purport to have been executed to him by the said John Connor, Charlotte Connor, Ne-con-he-con, Ne-la-che-la-qua, and Henry Tiblow, and Mary Ann Tiblow, the said James C. Stone well knew that the said John Connor, Ne-con-he-con, and Henry Tiblow had no title to, or right, claim, or interest in said lands, nor could of right acquire under said seventh article, hereinabove referred to, any right or claim in said lands; and the said Stone also well knew that the said lands never had been selected by said John Connor, Ne-con-he-con, and Henry Tiblow, or either of them; and that the same were not subject to the selection of said persons under the seventh article hereinbefore mentioned.

Wherefore, your orators pray that the said James C. Stone, John Connor, Ne-con-he-con, and Henry Tiblow may be made defendants hereto; that they, and each of them, upon their several corporal oaths, according to their respective knowledge, information, and belief, full, true, direct, and perfect answers make to all and singular the charges and matters aforesaid, as fully in every respect as if the same were here again repeated, and they respectively thereunto particularly interrogated; and that upon the final hearing of this cause, the said patents, so issued as aforesaid, may, by a decree of this honorable court, be declared null, void, and of no effect, and the defendants herein be divested of all title in the said lands; that said James C. Stone may be required to deliver up the said patents, that they may be cancelled, and that your orators may have such other and further relief in the premises as the nature of the case shall require, and as to your honors shall seem meet.

Therefore, may it please your honors to grant unto your orators the writ of subpœna issuing out of and under the seal of this court, to be directed to the said defendants, James C. Stone, John Connor, Ne-con-he-con, and Henry Tiblow, commanding them, and each of them, by a certain day and under a certain penalty therein inserted, to appear before your honors in the circuit court of the United States for the district of Kansas, and then and there answer the premises and abide the order and decree of the court.

ROBERT CROZIER,
U. S. Attorney, Solicitor for Complainants.
M. S. ADAMS, *of Counsel.*

And which said bill of complaint is indorsed in words and figures as follows, to wit:

The United States *vs.* John Connor, Ne-con-he-con, Henry Tiblow, and James C. Stone.

Bill in chancery. Filed August 27, 1862.

JOHN T. MORTON, Clerk,
Per N. W. COX, D. C.

And thereupon there issued from the office of the clerk of the said court a writ of subpœna in chancery, in the words and figures following, to wit:

UNITED STATES OF AMERICA,
District of Kansas, ss:

The United States of America to John Connor, Ne-con-he-con, Henry Tiblow, and James C. Stone, greeting:

We command you, and every of you, appear before our judges of our circuit court of the United States of America for the district of Kansas, at Topeka, in said district, on the first Monday in the month of October next, to answer the bill of complaint of the United States of America, this day filed in the clerk's office of said court, in said city of Topeka, then and there to receive and abide by such judgment and decree as shall then or thereafter be made, upon pain of judgment being pronounced against you by default.

To the marshal of the district of Kansas to execute.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States, at Topeka aforesaid, this 27th day of August, in [SEAL.] the year of our Lord one thousand eight hundred and sixty-two, and of our independence the eighty-seventh.

JOHN T. MORTON, *Clerk,*
Per N. W. COX, *Deputy Clerk.*

MEMORANDUM.—The above-named defendants are notified that unless they enter their appearance in the clerk's office of said court, at Topeka aforesaid, on or before the day to which the above writ is returnable, the complaint will be taken against them as confessed, and a decree entered accordingly.

JOHN T. MORTON, *Clerk.*
Per N. W. COX, *Deputy Clerk.*

And afterwards, to wit, on the 9th day of September, A. D. 1862, the marshal of the said district of Kansas returned into the office of the clerk of said court the said writ of subpœna, with the following return of his doings thereon indorsed, to wit:

"Received the within writ August 27th, A. D. 1862, and executed the same by leaving a certified copy of said writ at James C. Stone's usual place of residence, with his wife, September 4, 1862; also upon John Connor, Henry Tiblow, and Ne-con-he-con, parties within named, by delivering to each of them a certified copy of the same, in person, September 8, 1862.

JAMES L. McDOWELL,
United States Marshal,
Per WM. MEDILL, *Deputy.*

And afterwards, to wit, on the 6th day of October, A. D. 1862, the said defendants filed in the office of the clerk of said court their written appearance to the said bill of complaint, in words and figures following, to wit:

UNITED STATES OF AMERICA,
District of Kansas:

In the circuit court of the United States.

THE UNITED STATES
vs.
JAMES C. STONE AND OTHERS. } In equity.

The clerk of the above court will please enter the appearance of all of the defendants in the above-entitled cause.

SAMUEL A. STINSON,
Solicitor for Defendants.

Which said appearance so filed is indorsed as follows, to wit:

Filed October 6, 1861.

JOHN T. MORTON, *Clerk.*

And which said appearance was thereupon entered by the clerk in the order book of the said court, as follows, to wit:

At clerk's office, rule day, Monday, October 6, 1862.

THE UNITED STATES OF AMERICA
vs.
JOHN CONNOR, NE-CON-HE-CON, HENRY TIBLOW, and JAMES C. STONE. } In equity.

Now come the said defendants, by Samuel A. Stinson, esq., their solicitor, and file and enter their appearance in this cause.

JOHN T. MORTON, *Clerk.*

And afterward, to wit, on the 24th day of October, A. D. 1862, the said defendant, James C. Stone, filed in the office of the clerk of said court his answer to the said bill of complaint, in the words and figures following, to wit:

In the circuit court of the United States, ss., sitting in equity.

The separate answer of James C. Stone, one of the defendants to the bill of complaint exhibited by the United States of America, complainant, against this defendant here answering, and John Connor, Ne con-he-con, and Henry Tiblow.

This defendant, now and at all times hereafter reserving all manner of benefit and advantage to himself of exception to the many errors and insufficiences in said bill of complaint contained, for answer thereunto, or to so much and such parts thereof as this defendant is advised is material for him to answer, answers and says that the facts in regard to the matters and things set forth in said complainant's bill of complaint are as follows:

On the 3d of October, A. D. 1818, the Delaware nation or tribe of Indians was in possession of a large and valuable tract of land, which the said tribe or nation held by virtue of treaty stipulations between said tribe or nation and the United States, which tract of land was in the State of Indiana, and needed by the said United States for white settlements; and thereupon, by treaty concluded on the said 3d day of October, A. D. 1818, at St. Mary's, in the State of Ohio, the said Delaware nation did, by article first of said treaty, "cede," so said treaty reads, "to the United States all their claim to land in the State of Indiana;" and the United States, in consideration of said cession, by the second article of said treaty, did "agree," so said treaty reads, "to provide for the Delawares a country to reside in upon the west side of the Mississippi, and to guarantee to them the peaceable possession of the same," all parts of which said treaty hereby this defendant specially refers to as if the same were fully incorporated into his answer.

This defendant, further answering, shows that under and by virtue of the said treaty last mentioned, the said Delaware nation or tribe did remove to the country on the James fork of the White river, in the State of Missouri, where said tribe, (as the said Delawares will hereafter be called in this answer,) continued to reside until the 24th of September, 1829, when the United States selected for them a permanent home west of the Missouri river; and the said tribe having manifested their willingness to remove into said permanent home, a treaty supplemental to that hereinbefore referred to was made between said

tribe and the United States, a portion of article first of said treaty being here incorporated for greater certainty and convenience: "It is hereby agreed upon by the parties that the country in the fork of the Kansas and Missouri rivers, extending up the Kansas river to the Kansas line, and up the Missouri river to Camp Leavenworth and thence by a line drawn westwardly, leaving a space ten miles wide north of the Kansas boundary line for an outlet, shall be conveyed and forever secured by the United States to said Delaware nation as their permanent residence; and the United States hereby pledges the faith of the government to guarantee to said Delaware nation forever the quiet and peaceable possession and undisturbed enjoyment of the same against the claims and assaults of all and every other people whatsoever."

And it was further stipulated by said treaty that, in consideration of the release by said tribe to all the country then occupied by them in the State of Missouri, the United States would pay to them an additional annuity of one thousand dollars, all of which supplementary treaty is begged to be made a part of this answer, as fully as though the same were incorporated herein. This defendant further shows that the boundaries fixed by the Kansas and Missouri rivers are natural boundaries; that the northwestern boundary of the "outlet," so called, was capable of being fixed by actual survey from known and fixed boundaries; that "Camp Leavenworth" was, at the time, an object sufficiently notorious as the place where the troops of the United States had previously encamped. It was not, as its name implies, a fixed and permanent post, or a fortification established by the authorities of the United States; in fact, at the time the treaty was made there was nothing to designate the site save a few huts and sheds, which had not been occupied by the troops of the United States for many months. In the then condition of the country proposed to be ceded, a mark such as this, though at other times and under other circumstances obscure and uncertain, was sufficient to make the designation certain. This Camp Leavenworth originated as follows: On the seventh day of March, 1827, Colonel Leavenworth, then in command of a regiment of United States troops, was ordered to ascend the Missouri river, and on its left bank, near the mouth of the Little Platte river, and within a range of twenty miles above or below its confluence, to select the site of a permanent cantonment, and there to construct comfortable, though temporary quarters for four companies of troops; this order purports to have been issued by authority of Major General Brown, of the United States army. Colonel Leavenworth afterwards selected what is now the site of what is known as "Fort Leavenworth," being on the *right* bank of the Missouri river, and proceeded to erect sheds and huts sufficient to accommodate the number of men mentioned in his said order. These sheds and huts were of the most temporary character, and were not surrounded or protected by any fortification. They continued to be occupied from time to time by the troops of the United States, up to the month of May, 1829, when they were abandoned, and continued so abandoned up to the month of November, 1829. The facts in regard to the establishment are verified by reference to Senate documents of 33d Congress, second session, Executive Document number 58.

This defendant therefore submits that the camp or place of encampment, called in said supplemental treaty Camp Leavenworth, was the point from which the line, running westwardly in said supplemental treaty mentioned, was to be, and should have been, drawn, and that said westwardly line was to be, by the terms of the treaty aforesaid, "a line," *i. e.*, "a right line," and not a number of lines and angles. This, too, was the contemporaneous construction of the treaty, as appears by a sketch or map drawn by Hon. John H. Eaton, Secretary of War at the time said provisions of said supplemental treaty were to be carried into effect, which sketch or map was by him drawn for the guidance and information of the surveyor to be employed to ascertain the lines of the country ceded to the Delaware tribe by said supplemental treaty. This sketch or map,

so made, shows a straight line westwardly from the bank of the Missouri river, at said Camp Leavenworth, to the northeasterly corner of said outlet. This map or sketch, this defendant avers, is now in possession of this complainant, and he therefore asks that the same may, by the court, be here ordered to be produced on the trial of this cause; but in default of its production, this defendant refers to the same on file in the department at Washington, and prays that the same may be made part of this answer, as though it were hereto annexed; and the same fact also appears from the report officially made by Isaac McCoy, a surveyor appointed to survey said lands by the United States. "It," says McCoy, "has been thought desirable that a tract six miles on the Missouri river, and four miles back, should be secured for this object; accordingly the survey about the garrison has been made with a view to such a reservation, as will be seen by reference to the plat," and also by the accompanying Exhibit "F," a copy of the map made by McCoy, of his said survey, which shows that the main line of said survey was run, in accordance with his instructions, in a straight line westwardly from Fort or Camp Leavenworth, and that the lines run "with a view to a reserve," were regarded by him simply as a recommendation. The survey so made by McCoy was never in any way approved or ratified by the United States, by the President, or by the Delaware tribe. Neither could this survey, so far as it departs from a straight line in a westwardly direction, have been approved in carrying out the provisions of said supplemental treaty in good faith. This defendant, further answering, says that after the Delaware Indians had entered into the country ceded to them by said supplemental treaty, and after said camp had assumed a character of permanency as a cantonment or unfortified garrison, the United States troops, then permanently occupying the same, occupied a portion of what is now claimed as a military reservation for purposes of pasture and farming, and also occupied in the same way other lands far beyond the limits of the pretended military reserve in said ceded country. From time to time these lands were enclosed in fences and corrals erected upon them, all alike with the tacit consent of the Delaware tribe; and for the use of these lands, so occupied, the United States authorities at Fort Leavenworth paid, up to the year 1854, an annual rent to the Indians; but this defendant avers that none of these fields or corrals were ever made, or any other occupancy of said lands had, until long after the making of said treaty of 1829; and this defendant says that never, from the first occupancy of said premises, as aforesaid, by the United States troops or officers, have the Indians abandoned their claim to said lands, but have always asserted the same. This defendant further says that the encroachments of the officers and soldiers at Fort Leavenworth upon these lands, by the occupancy hereinbefore described, has been gradual; that in 1846 there was not occupied, in that or in any other way, one-tenth of the lands now here in controversy, and even now a large portion of said lands are not occupied in any way. This defendant further shows that the principal settlements of the Delaware Indians, of a permanent character, were some ten miles below Fort Leavenworth; that up to the time of opening a portion of them to settlement, in 1854, the greater part of their country was used by them as a hunting-ground, and there was no motive or object in active resistance to the occupation of a small portion thereof for government purposes, especially when they were recompensed by an annual rent therefor.

And this defendant, further answering, says that thereafterwards the said Delaware tribe of Indians, by treaty with the United States, concluded at the city of Washington on the 6th day of May, A. D. 1854, and ratified on the 11th day of July, 1854, and by the first article of said treaty ceded, relinquished, and quit-claimed to the United States "all their right, title, and interest," so says said treaty, "in and to their country lying west of the State of Missouri, and situate in the fork of the Missouri and Kansas rivers, which is described in

the article supplementary to the treaty of October 3d, one thousand eight hundred and eighteen, concluded, in part, on the twenty-fourth of September, one thousand eight hundred and twenty-nine, at Council Camp, on James fork of White river, in the State of Missouri, and finally concluded at Council Camp, in the fork of Kansas and Missouri rivers, on the nineteenth of October, one thousand eight hundred and twenty-nine, and also their right, title, and interest in and to the outlet mentioned and described in said supplementary article, excepting that portion of said country sold to the Wyandott tribe of Indians by instrument sanctioned by act of Congress, approved July twenty-fifth, one thousand eight hundred and forty-eight, and also excepting that part of said country lying east and south of a line beginning at a point on the line between the land of the Delawares and the half-breed Kansas, forty miles in a direct line, west of the boundary between the Delawares and Wyandotts, thence north ten miles, thence in an easterly course to a point on the south bank of Big Island creek, which shall also be on the bank of the Missouri river, where the usual high-water line of said creek intersects the high-water line of said river.

And by said treaty the United States agreed to have said land so ceded, surveyed, and sold, as is provided in the second article of said treaty, which said second article, as well as all the orther articles thereof, are hereby referred to especially, as fully as though they were here incorporated in this answer; and thereafter, in accordance with the provisions of said second article of said treaty, the survey of said ceded country was commenced under the direction of the President of the United States, as provided in said article, which survey, so made, did not conform to the pretended survey of said McCoy in the northern line of said ceded country, near (Fort) Camp Leavenworth, (the country ceded by the treaty of 1854, meaning) as is shown by the accompanying map, which, marked "H," is hereto annexed, and made part of this answer, (the line run by McCoy being shown by a red line, and the line run by the survey of 1854 being shown by a blue line,) and the lands included between the red and blue lines, making about twenty-five hundred acres, were sold by the United States, under said second article, and the proceeds thereof applied to the use and benefit of the Indians as therein provided. In this treaty of 1854, as this respondent submits, the contracting parties ignore the zigzag line run by McCoy, with a view to a reservation near Camp Leavenworth, and refer to, and rest upon, as a northern boundary, the line commencing at the camp, and running westwardly therefrom, as defined in the treaty of 1829.

And this defendant further states that it was distinctly understood by the public authorities of the United States that down to the time of the execution of the above-named treaty of 1854 no reservation of lands for the use of "Camp" Leavenworth, which had then become styled "Fort Leavenworth," had been made. As proof of this, this defendant refers to Executive Doc. 33d Congress, 2d session, a part of which, commencing on page 6 and ending on page "8," he copies for convenience of reference:

"QUARTERMASTER GENERAL'S OFFICE,
"*Washington City, July* 11, 1854.

"SIR: Your communication of the 10th instant, with the accompanying copy of the original map of the military reserve at Fort Leavenworth, east of the Missouri river, is received. The object of the department is to obtain a plat of the reservation lying on the west side of that river, which I have accordingly to request may now be furnished.

"Very respectfully, your obedient servant,

"THOMAS S. JESUP,
"*Quartermaster General.*

"JOHN WILSON, Esq.,
"*Commissioner* General Land Office, Washington City, *D. C.*"

"GENERAL LAND OFFICE, *July* 11, 1854.

"SIR: In reply to your communication of this date, requesting a copy of the plat of the military reservation at Fort Leavenworth, on the *west* side of the Missouri river, I have to state that there does not appear to have been any action through this office for reserving lands at that post *west* of the river, but only the portion *east* of the river, opposite the fort, as shown by the map transmitted with my letter of the 10th instant.

"I am, very respectfully, your obedient servant,

"JOHN WILSON,
Commissioner.

"Lieut. Col. CHARLES THOMAS,
"*Deputy Quartermaster General, in charge War Department.*"

[Indorsements on the above.]

"Respectfully referred to the adjutant general.

"It is understood that a reserve was made by order of the President of the United States, within the Indian Territory, west of the Missouri, the site of the present post of Fort Leavenworth; and that the order for the reserve was issued from the Adjutant General's office. Is there a report and survey of the reserve in the office? If there is no evidence of the reserve having been made, we may lose the site with all the improvements.

"JULY 14, 1854.

"THOMAS S. JESUP,
"*Quartermaster General.*"

"Respectfully returned to the quartermaster general.

"It does not appear, from our examination of the records of this office, that any reservation has ever been made at Fort Leavenworth, on the west side of the Missouri river.

"S. COOPER,
"*Adjutant General.*

"ADJUTANT GENERAL'S OFFICE, *July* 18, 1754."

"Respectfully returned to the adjutant general.

"It is desirable that the lands necessary for military purposes at Fort Leavenworth be formally set apart for military purposes, otherwise they will be seized by squatters, and the public will lose not only the land, but the improvements. I respectfully recommend that the proper orders be issued for surveys to be made, and that the authority of the President to the land department be obtained to reserve from sale the lands now occupied, and which are considered necessary for military purposes.

"AUGUST 3, 1854.

"THOS. S. JESUP,
"*Quartermaster General.*"

"Respectfully submitted to the Secretary of War.

"It does not appear to have been the practice of the department to make reservations of land for military purposes within the Indian Territory, the laws regulating trade and intercourse with Indian tribes being in that case sufficient to prevent intrusion. But as the lands in the neighborhood of Fort Leavenworth are now about to be surveyed and brought into market, it is recommended

that the land at that post, required for military purposes, be set apart and reserved from sale by the President.

"S. COOPER,
"*Adjutant General.*

"ADJUTANT GENERAL'S OFFICE, *August* 7, 1854."

"Let orders be given to have a survey made and a reservation laid off, including the buildings and improvements, and so much land as is necessary for military purposes, looking to its use as a main depot and cavalry station. A plat will be made, and such a description of the tract given as will enable the Commissioner of the General Land Office to have it marked on the plats of the public lands.

"JEFFERSON DAVIS,
"*Secretary of War.*

"WAR DEPARTMENT, *August* 9, 1854."

"ADJUTANT GENERAL'S OFFICE,
"*Washington, August* 11, 1854.

"SIR: By direction of the Secretary of War, you will cause a survey to be made and a reservation laid off, including the buildings and improvements, and so much land as may be necessary for military purposes at Fort Leavenworth, looking to its use as a main depot and cavalry station. A plot of the reservation will be made, and such a description of the tract given as will enable the Commissioner of the General Land Office to have the reservation marked upon the plats of the public lands.

"Very respectfully, your obedient servant,

"S. COOPER,
"*Adjutant General.*

"COMMANDING OFFICER, *Leavenworth.*"

"WAR DEPARTMENT,
"*Washington, October* 11, 1854.

"SIR: I herewith enclose a map and field-notes of a survey of a tract of land at Fort Leavenworth to be reserved for military purposes, under an order of the President, dated the 10th instant, and indorsed upon the papers.

"Very respectfully, your obedient servant,

"JEFFERSON DAVIS,
"*Secretary of War.*

'Hon. R. McCLELLAND,
"*Secretary of the Interior.*"

This defendant, further answering, says that he is informed, and verily believes, that it is and has been the almost invariable custom of the United States, when they intend to make reservations for military purposes, in country ceded to Indian tribes, specially to reserve those reservations in the treaty by metes and bounds, or other well-defined boundaries.

And this defendant, further answering, says that on the 30th day of May, A. D. 1860, there was concluded between the said Delaware tribe and the United States another treaty, article 1 of which reads as follows: "By the first article of the treaty made and concluded at the city of Washington on the 6th day of May, one thousand eight hundred and fifty-four, between George W. Manypenny, commissioner on the part of the United States, and certain delegates of the Delaware tribe of Indians, which treaty was ratified by the Senate of the United States on the eleventh day of July, one thousand eight hundred and fifty-four, there was reserved, as a permanent home for the said tribe, that

part of their country lying east and south of a line beginning at a point on the line between the Delaware and half-breed Kansas, forty miles in a direct line west of the boundary between the Delawares and the Wyandotts; thence north ten miles; thence in an easterly course to a point on the south bank of Big Island creek, which shall also be on the bank of the Missouri river where the usual high-water line of said creek intersects the high-water line of said river; and by the eleventh article of said treaty it was stipulated that at any time hereafter, when the Delawares desire it, and at their request and expense, the President may cause the country reserved for their permanent home to be surveyed, in the same manner as the ceded country is surveyed, and may assign such portion to each person or family as shall be designated by the principal men of the tribe, provided such assignment shall be uniform. The Delawares having represented to the government that it is their wish that a portion of the lands reserved for their home may be divided among them in the manner contemplated by the eleventh article of the treaty aforesaid, it is hereby agreed by the parties hereto that said reservation shall be surveyed as early as practicable after the ratification of these articles of agreement and convention in the same manner that the public lands are surveyed, and to each member of the Delaware tribe there shall be assigned a tract of land, containing eighty acres, to include in every case, as far as practicable, a reasonable portion of timber, to be selected according to the legal subdivisions of survey." And it was further provided that after the allotments mentioned in said articles, and certain other specific appropriations should be made, were made, there should be issued for the price and under the stipulations therein contained to the Leavenworth, Pawnee, and Western Railroad Company a patent for "all their" (meaning said tribe) "land remaining in Kansas." And by the seventh article of said treaty it was provided, as set forth in the bill of complaint herein, as follows: In consideration of the long and faithful services of the chiefs of the Delaware nation and of their interpreter, who is also a member of the nation, it is further agreed that the said chiefs and interpreter shall have allotted to each a tract of land, to be selected by themselves, and shall receive a patent in fee-simple therefor from the President of the United States, viz: John Connor, principal chief, six hundred and forty acres; Sar-cox-ie, chief of the Turtle band, three hundred and twenty acres; Rock-a-to-wha, chief of the Turkey band, three hundred and twenty acres; Ne-con-he-con, chief of the Wolf band, three hundred and twenty acres; and Henry Tiblow, interpreter, three hundred and twenty acres, the lines of each tract to conform to the legal subdivisions of survey," which said treaty was ratified by the Senate of the United States on the twenty-second day of August, A. D. 1860, and thereby the said several chiefs above named, and said interpreter, became seized at once of the several quantities of land by the said treaty so allotted to them of the lands of the Delawares in the State of Kansas. And this defendant, further answering, says that on the 14th day of January, A. D. 1861, the said John Connor, for a good and valuable consideration to him in hand paid, by his deed of that date, by him duly signed, sealed, and acknowledged, bargained, sold, and conveyed to said James C. Stone, this defendant, the tract of land or "float" mentioned and described as allotted to him by the article of said treaty hereinbefore referred to; and the said Connor, further, by his said deed, authorized the said James C. Stone, this defendant, to select said lands, all of which will more fully appear by a copy of said deed, which is hereunto annexed, marked "A," and prayed to be made a part of this answer; and this defendant avers that the said Ne-con-he-con, on the ninth day of October, A. D. 1861, by his deed of that date, by him duly signed and acknowledged, granted, bargained, sold, and conveyed to said James C. Stone, for a good and valuable consideration, the three hundred and twenty acres so granted and allotted to him, said Ne-con-he-con, by said treaty, and the seventh article thereof, hereinbefore recited, all of which will more fully appear by a copy of said deed, which is

hereunto annexed, marked "B," and made part of this answer; and this defendant, further answering, shows that on said ninth day of October, A. D. 1861, the said Henry Tiblow, by his deed of that date, by him signed and duly acknowledged, granted, bargained, sold, and conveyed to the said James C. Stone, this defendant, for a good and valuable consideration, the three hundred and twenty acres, so as aforesaid allotted and granted to him by the seventh article of said treaty, as will more fully appear by a copy of said deed which, marked "C," is hereunto annexed, and made part of this answer; and this defendant further shows that prior to the 8th day of November, A. D. 1861, Hon. Caleb B. Smith, Secretary of the Department of the Interior of the government of the United States, decided that all that portion of what has heretofore been known as the military reserve at Fort Leavenworth, in Kansas, lying south of a direct line drawn westwardly from Cantonment (Fort) Leavenworth to a point ten miles north of the northeast corner of the old Kansas line, and not heretofore surveyed, belonged to the Delaware Indians, and ordered that the same be surveyed; and thereupon the Commissioner of Indian Affairs requested the Commissioner of Public Lands to cause said tract to be surveyed; whereupon Hon. J. M. Edwards ordered Mark W. Delahay, esq., surveyor general of Kansas and Nebraska, to cause such survey to be made; all of which will appear by a copy of said requests and orders, which, marked "L," is hereunto annexed and made part of this answer; which survey, according to said instructions, the said surveyor general caused to be made; and the result thereof is shown by a copy of said survey, which, marked "M," is hereunto annexed and made part of this answer; which survey so made was approved according to law, and includes the lands in controversy in this action, and thereafterwards as set forth in said complainant's bill of complaint. Patents were issued to said John Connor, Henry Tiblow, and Ne-con-he-con, for the several tracts of land mentioned in said bill of complaint, which said patents this defendant now produces here in court, to be exhibited as this honorable court shall desire.

And this defendant, further answering, prays that the accompanying copy of a map of the survey of Isaac McCoy may be made part of this answer, it being attached hereto and marked "F."

And this defendant, further answering, admits that the several conveyances in said bill of complaint to him, alleged to have been recorded in the office of the register of deeds of Leavenworth county, in the State of Kansas, were so recorded, and he avers and charges that each of said conveyances were regularly made by the parties by whom they purport to have been made and by them duly acknowledged, and copies of these coveyances he hereunto annexed, marked, respectively, "P," "R," and "S;" all of which he prays may be made part of his answer. And this defendant, further answering, admits that said lands described in said deeds and patents lie some distance north of, and are not a part of the permanent home reserved to the Delaware Indians by the aforesaid treaty of 1854.

And this defendant, further answering, says that the lands in question in this suit have never been occupied at all by the United States for military purposes; but such as have been occupied by the United States have been occupied solely for pastures and farms.

This defendant, further answering, denies that the lands in question in this suit have been occupied as a military reservation for thirty years, or that they have been occupied for any other time or in any other way than as hereinbefore set forth; and he admits that said lands are not included within the boundaries of the permanent home reserved to said tribe of Delaware Indians by the treaty of 1854, but they are situated between six and seven miles north of the north boundary of said permanent home. This defendant also admits that the patents aforesaid were never personally delivered to the parties in whose names they were issued, but avers that he, as the owner in fee-simple of the premises de-

scribed in said patents by virtue of the conveyances hereinbefore set forth, did receive the same.

And this defendant further admits that said John Connor, Ne-con-he-con, and Henry Tiblow did not select the lands described in said patents, or request that they, said patents, should be issued, save as they have requested them to be issued in the hereinbefore set forth; but he avers that he, said defendant, selected said lands under and by virtue of his having received conveyances of all the right, title, and interest of said Connor, Ne-con-he-con, and Tiblow under the treaty to make said selections, and to the lands by them to be selected; and as to the averment in said bill that said lands are not subject to selection, this defendant is informed and verily believes that they were so subject. This defendant denies that said patents have ever been revoked, but admits the issuing and recording of the pretended order of revocation, as in said bill alleged.

Wherefore this defendant prays this honorable court that his title to the lands in question in this suit may be confirmed, and for such other and further relief as in equity may seem meet and proper in the premises, and that he be dismissed hence with his costs in this behalf expended.

SAM. A. STINSON,
Solicitor for defendant Stone.

B. F. STRINGFELLOW, *of Counsel.*

UNITED STATES OF AMERICA,
District of Kansas, ss:

James C. Stone, being duly sworn, on oath says he is the defendant making the foregoing answer, and that the matters and things therein stated are true, except as to those matters stated to be on information and belief, and as to those matters he believes it to be true.

J. C. STONE.

Subscribed in my presence and sworn to before me this twenty-fourth day of October, A. D. 1862.

JOHN T. MORTON,
Clerk of Circuit Court U. S., Dist. of Kansas.

And which said answer is indorsed in words and figures as follows, to wit:

United States circuit court, district of Kansas. United States *vs.* James C. Stone *et al.* Answer of Stone.

Filed October 24, 1862.

JOHN T. MORTON, *Clerk.*

The said exhibits referred to in the said answer, and filed therewith, are in words and figures as follows:

EXHIBIT A.

Know all men by these presents that I, John Connor, principal chief of the Delaware tribe of Indians, living on the Delaware Indian reservations, in consideration of the sum of thirty-two hundred dollars, to me paid by James C. Stone, of Leavenworth City, Kansas Territory, the receipt of which I do hereby acknowledge, do grant, bargain, and sell, unto the said James C. Stone, all my right, title, and interest to a float or tract of land specified in the seventh article of the treaty between the United States and the Delaware tribe of Indians, concluded May 30, A. D. 1360, ratified August 22, 1860. The character of said float or tract of land is more fully explained by the words of said seventh article

of said treaty, and are as follows: "Article 7. In consideration of the long and faithful services of the chiefs of the Delaware nation, and of their interpreter, who is also a member of the nation, it is further agreed that the said chiefs and interpreter shall have allotted to each a tract of land, to be selected by themselves, and shall receive a patent in fee-simple therefor from the President of the United States, viz: John Connor, principal chief, six hundred and forty acres; Sar-cox-ie, chief of the Turtle band, three hundred and twenty acres; Rock-a-to-wha, chief of the Turkey band, three hundred and twenty acres; Ne-con-he-con, chief of the Wolf band, three hundred and twenty acres; and Henry Tiblow, interpreter, three hundred and twenty acres; the lines of each tract to conform to the legal subdivisions of survey;" to have and to hold unto him, the said James C. Stone, his heirs and assigns forever. And whereas I have never yet made the selection of said tract of land, or located it, or any part thereof, I hereby authorize and give full power to the said James C. Stone, his heirs or assigns, to locate or select the same, and do all, any, or everything, in connexion therewith, that I could myself do; and I hereby do further authorize the President of the United States to issue the patent in the name of the said James C. Stone, his heirs and assigns forever. And I, the said John Connor, principal chief, for myself, my heirs, executors, and administrators, do covenant with the said James C. Stone, his heirs and assigns, that I am lawfully seized of an estate in fee-simple in the premises herein conveyed; that I have good right to convey the same; that the said premises are free, and clear of any incumbrance done or suffered by myself, or those under whom I claim; that I will support and maintain the said James C. Stone in the quiet enjoyment of said premises; that I and my heirs will make and execute such other and further assurances as may be necessary for confirming the premises hereby granted to the said James C. Stone, his heirs and assigns; and that I will warrant and defend the said premises against the lawful claims of all persons whomsoever.

In testimony whereof I hereunto set my hand and seal this 14th day of January, A. D. 1861.

JOHN + (his mark) CONNOR. [SEAL.]

Signed, sealed, and delivered in presence of—
THOS. B. SYKES,
U. S. Indian Agent.
HENRY TIBLOW,
U. S. Interpreter.

STATE OF KANSAS,
County of Leavenworth, ss:

On this 9th day of October, A. D. 1861, before me, A. F. Callahan, a notary public in and for said county, personally appeared John Connor, principal chief of the Delaware tribe of Indians; and the contents of the above deed being by me read, made known, and explained to him, so that he clearly understood the same, he, the said John Connor, did acknowledge the same to be his own voluntary act and deed, for the uses and purposes therein set forth. Witness my hand and seal this 9th day of October, 1861.

[SEAL.] A. F. CALLAHAN,
Notary Public.

DEPARTMENT OF INTERIOR,
Office Indian Affairs, July 15, 1862.

I, William P. Dole, Commissioner of Indian Affairs, do hereby certify that the foregoing is a correct copy of a sealed instrument, and the certificate thereto attached, purporting to have been executed on the 9th day of October, 1861, by

Ne-con-he-con, in favor of James C. Stone, as the same appears on file in this office.

WM. P. DOLE,
Commissioner.

DEPARTMENT OF INTERIOR,
July 15, 1862.

I, Caleb B. Smith, Secretary of the Interior, do hereby certify that William P. Dole, whose signature is attached to the foregoing certificate, was, at the date of signing the same, Commissioner of Indian Affairs, and that full faith and credit are due all his official acts.

In testimony whereof I have hereunto set my hand and caused to be affixed the seal of said department. Done at the city of Washington, in the District of Columbia, the day and year above written.

[SEAL.] CALEB B. SMITH,
Secretary of Interior.

Indorsed: Filed October 24, 1862.

JOHN T. MORTON, *Clerk.*

EXHIBIT B.

Know all men by these presents that I, Ne-con-he-con, a chief of the Delaware tribe of Indians, of Leavenworth, Kansas, in consideration of the sum of two thousand dollars to him in hand paid by James C. Stone, of the same county and State, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, and convey, and assign, to the said James C. Stone, his heirs and assigns forever, the float or head-right of three hundred and twenty acres of land, and the land which may be located therewith, to which I am entitled under the provisions of the seventh article of the treaty between the United States and the said Delaware tribe of Indians, made and concluded on the 30th day of May, A. D. 1860, hereby authorizing the said Stone, his heirs or assigns, or his or their attorney, to select and locate said land, and authorizing and requesting the proper officers of the government of the United States to issue to him, his heirs or assigns, a patent for the same when so located and selected. But the conveyance of the said float or head-right, and of the land to be located therewith, shall not abrogate or annul any former selection under the said float made by me, or any conveyance by me to the said James C. Stone, except with the consent of the said Stone, his heirs or assigns.

In witness whereof I, the said Ne-con-he-con, have hereunto set my hand and seal, in the county and State aforesaid, this ninth day of October, A. D. 1861.

NE-CON+HE-CON. [SEAL.]
(his mark.)

Signed, sealed, acknowledged, and delivered in presence of—
HENRY TIBLOW, *U. S. Interpreter.*
A. F. CALLAHAN.

THE STATE OF KANSAS,
County of Leavenworth, sct:

On this ninth day of October, A. D. 1861, before me, A. F. Callahan, a notary public in and for said county, personally appeared Ne-con-he-con, one of the chiefs of the Delaware tribe of Indians, who is personally known to me to be the identical person whose name is signed to the above deed; and the contents

of the same being by me made known, read, and explained to him, so that he clearly understood the same, he, the said Ne-con-he-con, did acknowledge the same to be his own voluntary act and deed, for the uses and purposes therein set forth.

A. F. CALLAHAN,
[SEAL.] *Notary Public.*

DEPARTMENT OF THE INTERIOR,
Office of Indian Affairs, July 15, 1862.

I, William P. Dole, Commissioner of Indian Affairs, do hereby certify that the foregoing is a correct copy of a sealed instrument, and the certificate thereto attached, purporting to have been executed on the ninth day of October, 1861, by Ne-con-he-con, in favor of James C. Stone, as the same appears on file in this office.

WM. P. DOLE,
Commissioner.

DEPARTMENT OF THE INTERIOR, *July* 15, 1862.

I, Caleb B. Smith, Secretary of the Interior, do hereby certify that William P. Dole, whose signature is attached to the foregoing certificate, was, at the date of signing the same, Commissioner of Indian Affairs, and that full faith and credit are due all his official acts.

In testimony whereof I have hereunto set my hand and caused to be affixed the seal of said department. Done at the city of Washington, in the District of Columbia, the day and year above written.
[SEAL.]

CALEB B. SMITH,
Secretary.

Said Exhibit "B" is indorsed as follows, to wit: "Filed October 24, A. D. 1862.

"JOHN T. MORTON, *Clerk.*"

EXHIBIT C.

Know all men by these presents that I, Henry Tiblow, a member of the Delaware tribe of Indians, of Leavenworth county, Kansas, in consideration of the sum of two thousand dollars to him in hand paid by James C. Stone, of the same county and State, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey, and assign, to the said James C. Stone, his heirs and assigns forever, the float or head-right of three hundred and twenty acres of land, and the land which may be located therewith, to which I am entitled under the provisions of the seventh article of the treaty between the United States and the said Delaware tribe of Indians, made and concluded on the 30th day of May, 1860, hereby authorizing the said Stone, his heirs or assigns, or his or their attorney, to select and locate the said land, and authorizing and requesting the proper officers of the government of the United States to issue to him, his heirs or assigns, a patent for the same when so located and selected. But this conveyance of the said float or head-right, and of the land to be located therewith, shall not abrogate or annul any former selection under the said float made by me, or any conveyance by me to the said James C. Stone, except with the consent of the said Stone, his heirs or assigns.

In witness whereof I, the said Henry Tiblow, have hereunto set my hand and seal, in the county and State aforesaid, this ninth day of October, A. D. 1861.

HENRY TIBLOW. [SEAL.]

Signed, sealed, acknowledged, and delivered in the presence of—
JOHN A. FLIQUEO.
A. F. CALLAHAN.

STATE OF KANSAS, *County of Leavenworth, sct:*

On this 9th day of October, A. D. 1861, before me, A. F. Callahan, a notary public in and for said county, personally appeared Henry Tiblow, a member of the Delaware tribe of Indians, who is personally known to me to be the identical person whose name is signed to the above deed as grantor, and acknowledged the same, after I had duly read, made known, and explained the same so that he clearly understood the same, to be his own voluntary act and deed, for the uses and purposes therein set forth.

[SEAL.] A. F. CALLAHAN,
Notary Public.

DEPARTMENT OF THE INTERIOR,
Office Indian Affairs, July 15, 1862.

I, William P. Dole, Commissioner of Indian Affairs, do hereby certify that the foregoing is a correct copy of a sealed instrument, and the certificate thereto attached, purporting to have been executed on the ninth day of October, 1861, by Henry Tiblow, in favor of James C. Stone, as the same appears on file in this office.

WM. P. DOLE, *Commissioner.*

DEPARTMENT OF THE INTERIOR, *July* 15, 1862.

I, Caleb B. Smith, Secretary of the Interior, do hereby certify that William P. Dole, whose signature is attached to the foregoing certificate, was, at the date of signing the same, Commissioner of Indian Affairs, and that full faith and credit are due his official acts.

In testimony whereof I have hereunto set my hand and caused to be affixed the seal of said department.

Done at the city of Washington, in the District of Columbia, the day and year above written.

CALEB B. SMITH, *Secretary.*

Which said Exhibit "C," is indorsed in words and figures as follows, to wit:

Filed October 24, 1862.

JOHN T. MORTON, *Clerk.*

EXHIBIT F.

[Here follow two maps marked original, pages 52 and 53.]

EXHIBIT L.

No. 3161.

GENERAL LAND OFFICE, *November* 9, 1861.

SIR: Enclosed herein you will find copy of a communication from the Commissioner of Indian Affairs, dated the 8th instant, upon the subject of the survey of that part of the Delaware trust lands which have not been heretofore surveyed, owing to their having been included in the survey of the military cantonment, and that part of the Fort Leavenworth military reservation under the President's order of October 10, 1854, copy of which order, together with the accompanying documents, was transmitted by this office to your predecessor under date of October 23, 1854.

The survey ordered by the Hon. Secretary of the Interior on the 7th instant, alluded to in the letter from the Hon. Commissioner of Indian Affairs, you will

cause to be made upon the receipt hereof, by extending the boundary line between the Kickapoos and Delaware lands southerly, from the mound on Salt creek, per field-notes of the resurvey of that line in 1854, sent to your office with the letter of the Commissioner of the General Land Office, dated April 27, 1855, or from the point of intersection thereof with the western line of the present Fort Leavenworth military reserve, in section 15, township 8 south, range 22 east, of the 6th principal meridian, to the Missouri river, which will carry out the instruction to John C. McCoy, of June 3, 1830, from the then Secretary of War, in conformity to the express terms of the treaty of September 24, 1829, with the Delawares, and restore to them a tract of land lying south of this line, which the decision of the Hon. Secretary of the Interior regards as guaranteed to them by the terms of that treaty, and which, under the provisions of the treaty of May 6, 1854, was ceded by the Delawares to the United States in trust for them.

After thus detaching the tract of land from the southern portion of the military reservation inadvertently reserved for that purpose by order of the President as aforesaid, you will extend the lines of the public surveys over the Delaware ceded lands from their terminating points on the military reservation in the surveys of 1855, and close them on the treaty line of 1829, which you will have surveyed and marked to the Missouri river, or the point designated by the terms of the treaty as the cantonment.

Upon the return of the survey, and approval thereof, you will designate on the official plats fractional lots within this tract of land by consecutive numbers to those already numbered in the township plat, so that the additional legal subdivisions of the ceded lands may be disposed of by the President in conformity with the 2d article of the treaty with the Delawares of May 6, 1854, U. S. Statutes at Large, vol. 10, p. 1048.

I deem it proper to state in this connexion, that the lands when thus surveyed will not be liable to pre-emption settlement or locations of any kind, the provisions of the 16th article, treaty May 6, 1854, forbidding the same by virtue of the act of Congress entitled "An act to prevent settlements being made on lands ceded to the United States until authorized by law," approved March 3, 1807, Statutes at Large, vol. 2, p. 445; the 37th section of the act organizing the Territory of Kansas, approved May 30, 1854, vol. 10, p. 290, and by the first section of the act of Congress admitting Kansas into the Union, approved January 29, 1861, which preserve Indian rights to the lands and other property.—(See Laws, 1860 and '61, p. 127.)

You are directed to make immediate arrangements for the survey of the above mentioned lands, either at so much per lineal mile or per diem, on as economical terms as you can consistently with the correct and faithful execution of the work; the return of the same shall be rendered in the like manner as those of the ceded lands heretofore surveyed and sold for the benefit of the Delawares, and when approved, the account of the survey of the same will be adjusted and reported by this office to the Commissioner of Indian Affairs for payment out of the funds under the control of his office. You are requested to acknowledge the receipt hereof, and state the probable time when you can make the necessary arrangements for the carrying out of these instructions.

I am, very respectfully, your obedient servant,

J. M. EDMUNDS, *Commissioner.*

MARK W. DELAHAY, Esq.,
Surveyor General, Leavenworth, Kansas.

No. 3161.

DEPARTMENT OF THE INTERIOR,
Office of Indian Affairs, November 8, 1861.

SIR: The Secretary of the Interior decided that all that part of what has heretofore been known as the military reserve at Fort Leavenworth, in Kansas, lying south of a direct line drawn westwardly from Cantonment (Fort) Leavenworth to a point ten miles north of the northeast corner of the old Kansas line, and not heretofore surveyed, belongs to the Delawares, and has ordered that the same be surveyed. I have, therefore, to request that the necessary order may issue from your office to carry said direction into effect, the expenses incident thereto to be furnished from funds uuder the control of this office applicable to that purpose.

Very respectfully, your obedient servant,

WILLIAM P. DOLE,
Commissioner.

Hon. J. M. EDMUNDS,
Commissioner General Land Office.

SURVEYOR GENERAL'S OFFICE,
Leavenworth, Kansas, October 3, 1862.

I hereby certify that the foregoing transcripts of letters No. 3161—one from Hon. William P. Dole, Commissioner of Indian Affairs, dated November 8, 1861, and one from Hon. J. M. Edmunds, Commissioner of the General Land Office, dated November 9, 1861—are true copies from the originals on file in this office.

MARK W. DELAHAY,
Surveyor General of Kansas and Nebraska.

And which said Exhibit "L" is indorsed as follows:

Copy. 3161. Hon. William P. Dole, Commissioner of Indian Affairs, General Land Office, directing the survey of that portion of the Delaware trust lands included within the reservation for Fort Leavenworth.

Filed October 26, 1862.

JOHN T. MORTON, *Clerk.* L.

EXHIBIT M.

[Here follows map marked original, page 60.]

EXHIBIT P.

Know all men by these presents that John Connor, principal chief of the Delaware tribe of Indians, of Leavenworth county and State of Kansas, in consideration of forty-two hundred dollars, to him paid by James C. Stone, of Leavenworth City and State of Kansas, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, and convey, to the said James C. Stone, his heirs and assigns forever, the following real estate situate in the State of Kansas, Leavenworth county, viz: The southwest quarter of the northwest quarter of section twenty-three, containing forty acres; the southwest quarter of said section twenty-three, containing one hundred and sixty acres; the southeast quarter of the northeast quarter of section twenty-two, containing forty acres;

the east half of southeast quarter and southwest quarter of the southeast quarter of said section twenty-two, containing one hundred and twenty acres; lots numbered four, five, six, and seven, in section twenty-six, containing together one hundred and eighty-three acres and seventy-three hundredths of an acre; and lots numbered three and four, in section twenty-seven, containing together one hundred and three acres and forty-seven hundredths of an acre, all being in township eight south, of range twenty-two east, of the sixth principal meridian, in the State of Kansas, and containing in the aggregate six hundred and forty-seven acres and twenty hundredths of an acre, being the same property conveyed by the United States to the said John Connor by patent dated January 3, 1862, under the seventh article of the treaty between the United States of America and the Delaware tribe of Indians, made and concluded at Sarcoxieville, on the Delaware reservation, in the then Territory of Kansas, on the thirteenth day of May, A. D. 1860, as ratified on the twenty-second day of August, A. D. 1860, and all the estate, right, title, and interest of the said John Connor, principal chief of the Delaware tribe of Indians, either in law or in equity, of, in, and to the said premises, together with all the privileges and appurtenances to the same belonging: to have and to hold the same to the only proper use of the said James C. Stone, his heirs and assigns forever; and the said John Connor, for himself, his heirs, executors, and administrators, does hereby covenant with the said James C. Stone, his heirs and assigns, that he is the true and lawful owner of the said premises, and has full power to convey the same, and that the title so conveyed is clear, free, and unincumbered; and further, that he will warrant and defend the same against all claim or claims of all persons whatsoever. In witness whereof, the said John Connor and Charlotte Connor, wife of the said John Connor, who does hereby release all her right and expectancy of dower in the said premises, have hereunto set their hands and seals this twelfth day of February, A. D. 1862.

JOHN his + mark CONNOR. [SEAL.]

CHARLOTTE her + mark. CONNOR. [SEAL.]

Signed, sealed, and acknowledged in our presence—
THOMAS S. GLADDING.
A. F. CALLAHAN.

THE STATE OF KANSAS,
Leavenworth County:

Be it remembered that on this 12th day of February, A. D. 1862, before me, the subscriber, a notary public in and for said county, personally came John Connor and Charlotte Connor, his wife, who are personally known to me to be the same persons who signed the foregoing conveyance as grantors, and acknowledged the signing and sealing thereof to be their voluntary act and deed, for the uses and purposes therein mentioned; and the said Charlotte Connor, wife of John Connor, being examined by me separate and apart from her said husband, and the contents of said deed being made known and explained to her, declared that she did voluntarily sign, seal, and acknowledge the same, and that she is still satisfied therewith as her act and deed, for the uses and purposes therein mentioned.

In testimony whereof, I have hereunto subscribed my name and [SEAL.] affixed my notarial seal on the day and year aforesaid.

A. F. CALLAHAN,
Notary Public.

Recorded February 13, 1862, at 10 o'clock a. m.

W. S. VAN DOREN,
Register of Deeds.

STATE OF KANSAS,
Leavenworth County, ss:

I. W. S. Van Doren, register of deeds in and for the county and State aforesaid, do hereby certify that the foregoing is a true copy from the records in my office.

Witness my hand and official seal October 17, A. D 1862.

W. S. VAN DOREN,
Register of Deeds.

EXHIBIT R.

Know all men by these presents that Henry Tiblow, late interpreter for the Delaware tribe of Indians, of Wyandott county and State of Kansas, in consideration of twenty-one hundred dollars to him paid by James C. Stone, of Leavenworth City and State of Kansas, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, and convey to the said James C. Stone, his heirs and assigns forever, the following real estate situate in the State of Kansas, Leavenworth county, viz: The southeast quarter of section twenty-three, containing one hundred and sixty acres; lots numbered three and four, of section twenty-four, containing together one hundred and six acres and eighty hundredths of an acre; and lot numbered four, in section twenty-five, containing sixty-two acres and forty-nine hundredths of an acre, all being in township eight south, of range twenty-two east, of the sixth principal meridian, in the State of Kansas, and containing in the aggregate three hundred and twenty-nine hundredths of an acre, being the same property conveyed by the United States to the said Henry Tiblow by patent dated January 3, 1862, under the seventh article of the treaty between the United States of America and the Delaware tribe of Indians, made and concluded at Sarcoxieville, on the Delaware reservation, in the then Territory of Kansas, on the 30th day of May, A. D. 1860, as ratified on the 22d day of August, A. D. 1860, and all the estate, title, and interest of the said Henry Tiblow, late interpreter for the Delaware Indians, either in law or equity, of, in, and to the said premises, together with all the privileges and appurtenances to the same belonging: to have and to hold the same to the only proper use of the said James C. Stone, his heirs and assigns forever; and the said Henry Tiblow, for himself, his heirs, executors and administrators, does hereby covenant with the said James C. Stone, his heirs and assigns, that he is the true and lawful owner of the said premises, and has full power to convey the same, and that the title so conveyed is clear, full, and unincumbered; and further, that he will warrant and defend the same against all claim or claims of all persons whatsoever.

In witness whereof, the said Henry Tiblow and Mary A. Tiblow, wife of the said Henry Tiblow, who does hereby release all her right and expectancy of dower in the said premises, have hereunto set their hands and seals this twelfth day of February, A. D. 1862.

HENRY TIBLOW. [SEAL.]

her
MARY A. + TIBLOW. [SEAL.]
mark.

Signed, sealed, and acknowledged in our presence—
THOMAS S. GLADDING.
A. F. CALLAHAN.

THE STATE OF KANSAS,
Leavenworth County:

Be it remembered that on this 12th day of February, A. D. 1862, before me, the subscriber, a notary public in and for said county, personally came Henry Tiblow and Mary A. Tiblow, his wife, who are personally known to me to be the same persons who signed the foregoing conveyance as grantors, and acknowledged the signing and sealing thereof to be their voluntary act and deed, for the uses and purposes therein mentioned; and the said Mary A. Tiblow, wife of Henry Tiblow, being examined by me separate and apart from her said husband, and the contents of said deed being by me made known and explained to her, declared that she did voluntarily sign, seal, and acknowledge the same, and that she is still satisfied therewith as her act and deed, for the uses and purposes therein mentioned.

In testimony whereof I have hereunto subscribed my name and affixed my notarial seal on the day and year aforesaid.

[SEAL.] A. F. CALLAHAN,
Notary Public.

Recorded February 13, A. D. 1862, at 10 o'clock a. m.

W. S. VAN DOREN,
Register of Deeds.

STATE OF KANSAS, *Leavenworth County, ss:*

I, W. S. Van Doren, register of deeds in and for the county aforesaid, do hereby certify that the foregoing is a true copy from the records in my office.

[SEAL.] W. S. VAN DOREN,
Register of Deeds.

EXHIBIT S.

Know all men by these presents that Ne-con-he-con, chief of the Wolf band of the Delaware tribe of Indians, of Leavenworth county, and State of Kansas, in consideration of twenty-one hundred dollars, to him paid by James C. Stone, of Leavenworth City and State of Kansas, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, and convey to the said James C. Stone, his heirs and assigns forever, the following real estate, situate in the State of Kansas, Leavenworth county, viz: The northeast quarter of section twenty-three, containing one hundred and sixty acres; the east half of the northwest quarter, and northwest quarter of the northwest quarter of said section twenty-three, containing one hundred and twenty acres; and lot number two of section twenty-four, containing fifty-two acres; all being in township eight south, of range twenty-two east, of the sixth principal meridian, in the State of Kansas, and containing in the aggregate three hundred and thirty-two acres, being the same property conveyed by the United States to the said Ne-con-he-con by patent dated January 3, 1862, under the seventh article of the treaty between the United States of America and the Delaware tribe of Indians, made and concluded at Sarcoxieville, on the Delaware reservation, in the then Territory of Kansas, on the 30th day of May, A. D. 1860, as ratified on the twenty-second day of August, A. D. 1860, and all the estate, title, and interest of the said Ne-con-he-con, chief of the Wolf band aforesaid, either in law or in equity, of, in, and to the said premises, together with all the privileges and appurtenances to the same belonging: to have and to hold the same to the only proper use of the said James C. Stone, his heirs and assigns forever; and the said Ne-con-he-

con, for himself, his heirs, executors, and administrators, does hereby covenant with the said James C. Stone, his heirs and assigns, that he is the true and lawful owner of the said premises, and has full power to convey the same, and that the title so conveyed is clear, free, and unencumbered; and further, that he will warrant and defend the same against all claim or claims of all persons whatsoever.

In witness whereof, the said Ne-con-he-con and Ne-la-chi-la-qua Ne-con-he-con, wife of the said Ne-con-he-con, who does hereby release all her right and expectancy of dower in the said premises, have hereunto set their hands and seals this twelfth day of February, A. D. 1862.

NE-CON-HE-CON. his × mark. [SEAL.]

NE-LA-CHI-LA-QUA NE-CON-HE-CON. her × mark. [SEAL.]

Signed, sealed, and acknowledged in our presence.
THOMAS S. GLADDING.
HENRY TIBLOW.
A. F. CALLAHAN.

THE STATE OF KANSAS, *Leavenworth County, ss:*

Be it remembered that on this 12th day of February, A. D. 1862, before me, the subscriber, a notary public in and for said county, personally came Ne-con-he-con and Ne-la-chi-qua Ne-con-he-con, his wife, who are personally known to me to be the same persons who signed the foregoing conveyance as grantors, and acknowledged the signing and sealing thereof to be their voluntary act and deed, for the uses and purposes therein mentioned. And the said Ne-la-chi-qua Ne-con-he-con, wife of Ne-con-he-con, being examined by me separate and apart from her said husband, and the contents of said deed being by me made known and explained to her, declared that she did voluntarily sign, seal, and acknowledge the same, and that she is still satisfied therewith as her act and deed, for the uses and purposes therein mentioned.

In testimony whereof, I have hereunto subscribed my name and affixed my notarial seal on the day and year aforesaid.

[SEAL.] A. F. CALLAHAN,
Notary Public.

Recorded February 13, A. D. 1862.

W. S. VAN DOREN,
Register of Deeds.

STATE OF KANSAS, *Leavenworth County, ss:*

I, W. S. Van Doren, register of deeds for the county and State aforesaid, do hereby certify that the foregoing is a true copy from the records in my office. Witness my hand and official seal October 18, 1862.

W. S. VAN DOREN,
Register of Deeds.

And which said Exhibit "S" is indorsed in words and figures as follows, to wit:

Filed October 24, 1862.

JOHN T. MORTON, *Clerk.*

And afterwards, to wit, on the 24th day of October, A. D. 1862, the United States of America, complainants herein, by Robert Crozier, esq., United States district attorney, filed in the office of the clerk of said court their replication to answer of the said defendant, James C. Stone, which said replication is in the words and figures following, to wit:

UNITED STATES OF AMERICA,
District of Kansas:

In the circuit court of the United States in and for said district.

THE UNITED STATES
v.
JOHN CONNOR *et al.* } In chancery.

Replication of the United States to the answer of James C. Stone, defendant.

The repliants, saving and reserving to themselves all and all manner of advantage and exception which may be had and taken to the manifold errors, uncertainties, and insufficiencies of the answer of the said defendant for replication thereto, saith that they do and will aver, maintain, and prove their said bill to be true, certain, and sufficient in the law to be answered unto by the defendants, and that the answer of the said defendant is very uncertain, evasive, and insufficient in the law to be replied unto by these repliants; without that, that any other matter or thing in the said answer contained, material or effectual in the law to be replied unto, and not herein and hereby well and sufficiently replied unto, confessed or avoided, traversed or denied, is true, all which matters and things these repliants are ready to aver, maintain, and prove as this honorable court shall direct, and humbly pray, as in and by their said bill they have already prayed.

ROBERT CROZIER,
U. S. Attorney, Sol. for Comp'ts.
W. P. GAMBELL,
Of Counsel.

And which said replication is indorsed in words and figures as follows, to wit:

United States *v.* John Conner *et al.* Replication. Filed October 24, 1862.
JOHN T. MORTON, *Clerk.*

And afterwards, to wit, on the 26th day of October, A. D. 1862, (the said defendant, James C. Stone, having filed in the clerk's office of said court the deposition of John G. Pratt, herein below set forth and copied, which deposition has been published in pursuance of the rules of said court,) the United States of America, complainants herein, by the U. S. district attorney, filed in the office of the clerk of said court their written exceptions to the deposition of the said John G. Pratt, which exceptions are in words and figures as follows, to wit:

THE UNITED STATES OF AMERICA,
District of Kansas, sct:

Circuit court of said United States in and for said district.

THE UNITED STATES
v.
JOHN CONNOR *et al.* } In chancery.

Exceptions to the deposition of John G. Pratt.

Now come the complainants above named, and except to so much of the deposition of John G. Pratt, filed in this cause, as is refered to below, to wit, com-

mencing with the 9th line, page 2, and ending with "by them," in 12th line, same page.

Commencing with 16th line, page 2, and ending with "rents," in last line, on same page.

Commencing with "the Indians," 19th line, page 3, and ending with "about it," in last line but one, same page.

The whole of the "direct examination resumed."

The complainants except to the above-described portions of said deposition, for the reason that they are incompetent, being hearsay, and not the best evidence in the premises.

ROBT. CROZIER,
Sol. for Comp'ts.

And which said exceptions are indorsed in words and figures as follows, to wit:

"United States *v.* John Conner *et al.* Exceptions to Jno. G. Pratt's deposition. Filed October 26, 1862.

"JOHN T. MORTON, *Clerk.*"

And afterwards, to wit, on the 26th day of October, A. D. 1862, the said parties to this suit filed in the office of the clerk of the said court their written agreement and stipulation, which said agreement and stipulation is in words and figures as follows, to wit:

THE UNITED STATES
v.
JOHN CONNOR and others. } In chancery.

It is hereby stipulated and agreed, by and between the parties to the above-entitled cause, that executive document No. 58, 33d Congress, 2d session, may be read in evidence on the hearing of this cause, with the like effect that the certified copies of the correspondence and orders therein contained would have if produced in court.

Executive document No. 50, 33d Congress, 2d session, shall, in like manner, and with the like effect, be read in evidence.

So much of the communication of George W. Manypenny, Commissioner of Indian Affairs, to Hon. Robert McClelland, Secretary of Interior, dated November 9, 1854, as purports to be extracts from a paper on file in the office of the Commissioner of Indian Affairs, and indorsed "Copy.—Isaac McCoy's survey of Delaware lands," may be read in evidence the same as the original paper might be if properly certified and produced.

It is agreed and admitted that in 1839 a survey of the military tract about Fort Leavenworth was made by Captain A. R. Johnson, under the orders of the commanding officer, and a map of such survey made and duly filed in the War Department at Washington, from which map the southern boundary of the said military tract appears as originally fixed by Isaac McCoy in 1830, but the western boundary was changed by taking the natural boundary, Salt creek, instead of the geographical line run by Isaac McCoy, which crossed that stream. Copies of this map, together with the report of the survey and field-notes, when procured from the War Department, may be filed, as of this day, as a part of the evidence in this cause. Also the report and field-notes of the survey of McCoy on file in any of the departments.

And it is further stipulated that a certificate of the proper officer, in relation to the allowance or payment of any account for rent paid by the quartermaster of Fort Leavenworth to the Delaware Indians for rent of the lands in contro-

versy, may be at any time produced and filed as evidence in this cause; and, in case of appeal, the same may be used in the Supreme Court.

It is further agreed that on the (5th) fifth day of June, 1829, the buildings at Camp Leavenworth consisted of temporary cabins and sheds, which were not occupied by the United States troops from that time until the 8th of November, 1829, from which latter date that place has been constantly occupied by United States troops. The cabins and sheds had been built and occupied by United States troops at least a year preceding June 5, 1829.

It is further stipulated and agreed that the copies of papers and maps annexed to and made part of defendant Stone's answer may be read in evidence the same as the originals might be.

R. CROZIER,
U. S. Attorney, Solicitor for Complainants.
SAM. A. STINSON,
Solicitor for Defendants.

It is further agreed that the lands between the red and blue lines shown on Exhibit "H" were surveyed and sold under the treaty of 1854, by order of the President, for the benefit of the Delawares.

R. CROZIER,
Solicitor for Complainant.
SAM. A. STINSON,
Solicitor for defendant Stone.

And which said stipulation or agreement was indorsed in words and figures as follows, to wit: "United States *v.* John Connor. Agreement. Filed, October 26, 1862.

"JOHN T. MORTON, *Clerk.*"

And afterwards, to wit, at a term of the said circuit court of the United States of America for the district of Kansas, begun and held in said district on Monday, the 13th day of October, A. D. 1862, the Hon. Archibald Williams, one of the judges of said court presiding, and on the twenty-second judicial day, said term, this cause came on to be heard, and the bill of complaint, the answer of the said defendant, James C. Stone, and the replication of the said complainants being read, the said complainants, the United States of America, by Robert Crozier, esq., United States district attorney, offered in evidence the following documents, papers and maps, the same being in words, figures, lines, and plats, as set forth below, to wit:

Evidence on the part of the complainants.

[Paper No. 1.]

DEPARTMENT OF THE INTERIOR,
Washington, August 18, 1862.

I hereby certify that the within papers, Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13, are true copies of the originals now on file in this department.

{ Seal of Dept. of Interior. } CALEB B. SMITH,
Secretary of the Interior.

DEPARTMENT OF THE INTERIOR, *June* 11, 1862.

SIR: I learn by your communication of the 2d instant that on the third day of January last a patent was issued to John Connor, of the Delaware tribe of Indians, for the following described tracts of land, viz: the southwest quarter

of the northwest quarter and the southwest quarter of section 23; the southeast quarter of the northeast quarter, the east half and southwest quarter of the southeast quarter, of section 22; lots 4, 5, 6, and 7, in section 26, and lots 3 and 4, in section 27; all in township 8 south, of range 22 east, of the sixth principal meridian in Kansas.

Also, on the same day, a patent was issued to Ne-con-he-con, of the same tribe, for the following described lands, viz: The northeast quarter and the east half, and the northwest quarter of the northwest quarter of section 23, and lot No. 2, of section 24, of same township and range; and on the same day a patent was issued to Henry Tiblow for the following described lands, viz: the southeast quarter of section 23, and lots 3 and 4, in section 24, and lot 4 in section 25, of same township and range. These patents purport to have been issued to cover selections of lands alleged to have been made by the parties above named under the seventh article of the treaty between the United States and the Delaware Indians, ratified on the 22d day of August, 1860. These patents were executed without the knowledge of this department, and without any authority from me; and until the day on which your letter bears date, I had no information that such patents had been issued. The grantees named in the patents had no title to, or right, claim or interest in, said lands; they had no authority to select the said lands under or by virtue of any provisions contained in said treaty.

I transmit herewith letters from two of said grantees, asserting that they never selected said lands under said treaty, and never requested that a patent should be issued for them, and that the patents have never been delivered to them. The patents to the persons above named, for the lands before described, have been issued without legal authority, and are therefore void, and they are hereby revoked and cancelled, and declared null and void. You will please enter upon your records an order revoking and cancelling said patents, and declaring them null and void. You will hereafter issue no patents to any person for said lands, or any portion of them, or for any of the residue of the lands embraced in said survey.

Very respectfully, your ob't servant,

CALEB B. SMITH,
Secretary of the Interior.

JAMES M. EDMUNDS, Esq.,
Commissioner General Land Office.

WASHINGTON CITY, D. C., *June* 10, 1862.

SIR: The treaty between the United States and the Delaware tribe of Indians, ratified on the 22d of August, 1860, provided, in the 7th article, that there should be allotted to me a tract of land of six hundred and forty acres, to be selected by myself, and for which I was to receive a patent. I am informed that a patent was issued in January last to me, from the General Land Office, for the following described lands, viz: The southwest ¼ of the northwest ¼, and the southwest ¼ of section 23; the southeast ¼ of the northeast ¼; the east ½ and southwest ¼ of the southeast ¼ of section 22; lots 4, 5, 6, and 7, in section 26; and lots 3 and 4, in section 27; all in township 8 south, of range 22 east, of the 6th principal meridian, in Kansas.

I wish now to notify you that I never selected said lands under said treaty; that I never requested a patent for the same; that no patent has ever been delivered to me for said lands; and it is my wish that if any patent has been

issued in my name that the same shall be rescinded and cancelled, as I do not wish to select said land under said treaty.

Yours, respectfully,

his
JOHN + CONNOR.
mark

Witness: F. JOHNSON, *U. S. Ind. Agent.*
ROBT. J. E. JONNYCAKE, *Act. U. S. Int.*
A. S. H. WHITE.

HON. C. B. SMITH, *Secretary of the Interior.*

WASHINGTON CITY, D. C., *June* 10, 1862.

SIR: The treaty between the United States and the Delaware tribe of Indians, ratified on the 22d of August, 1860, provided, in the seventh article, that there should be allotted to me a tract of land of three hundred and twenty acres, to be selected by myself, and for which I was to receive a patent. I am informed that a patent was issued in January last to me, from the General Land Office, for the following described lands, viz: The northeast ¼ and the east ½ and the northwest ¼ of section 23, and lot No. 2 of section 24, in township 8 south, of range 22 east, of the 6th principal meridian, in Kansas.

I wish now to notify you that I never selected said lands under said treaty; that I never requested a patent for the same; that no patent has ever been delivered to me for said lands; and it is my wish that if any patent has been issued in my name that the same shall be rescinded and cancelled, as I do not wish to select said land under said treaty.

Yours, respectfully,

his
NE-CON-HE-CON. +
mark

Witness: F. JOHNSON, *U. S. Ind. Agent.*
ROBT. J. E. JONNEYCAKE, *Act. U. S. Int.*
A. S. H. WHITE.

Hon. C. B. SMITH, *Secretary of the Interior.*

GENERAL LAND OFFICE, *January* 4, 1862.

SIR: Herewith I transmit, for such disposal as may be proper, three patents for the following locations under the 7th article of the treaty of May 30, 1860, with the Delaware tribe of Indians, viz:

1st. One in favor of John Connor, recorded vol. 11, pages 522, 523, being for the SW. ¼ of the NW. ¼ of section 23; the SW. ¼ of said section 23; the SE. ¼ of the NE. ¼ of section 22; the E. ½ [of the SE. ¼] and SW. ¼ of the SE. ¼ of said section 22; lots Nos. 4, 5, 6, and 7, in section 26, and lots 3 and 4, in section 27, all in township 8 south, range 22 east, of 6th principal meridian, Kansas. Contents 647^{20} acres; excess acres, 7.20.

2d. One in favor of Ne-con-he-con, recorded vol. 11, pages 524, 525, being for the NE. ¼ of section 23; the E. ½ [of NW. ¼] and NW. ¼ of the NW. ¼ of said section 23; and lot No. 2 of section 24, same township and range. Contents 332 acres; excess 12 acres.

3d. One in favor of Henry Tiblow, recorded vol. 11, pages 525, 526, being for the southeast quarter of section 23; lots Nos. 3 and 4 of section 24, and lot No. 4 of section 25, all in same township and range. Contents, $329\frac{29}{100}$ acres; excess, $9\frac{29}{100}$ acres.

These patents have been prepared in accordance with the approvals of the locations by the office of Indian affairs, of the 31st ultimo. You will perceive that there is a certain excess in each case, in quantity, over the area of regular section or half-section designations; and it is for the office of Indian affairs to determine whether such excesses are to be paid for before the delivery of the patents, or whether the existing allotments are to be treated as a sufficiently near approximation to the areas of such designations, and upon this point I request to be advised of the action of the Indian office.

Very respectfully, your obedient servant,

J. M. EDMUNDS, *Commissioner.*

Hon. WM. P. DOLE,
Commissioner of Indian Affairs.

GENERAL LAND OFFICE, *June* 11, 1862.

SIR: On the 8th November, 1861, the Commissioner of Indian Affairs reported to this office that "the Secretary of the Interior" had "decided that" a certain tract of land, which had "heretofore been known as the military reserve at Fort Leavenworth," in Kansas, "belongs to the Delawares, and" had "ordered the same to be surveyed," to which end you stated the expenses would be paid out of funds under the control of the Indian office.

Second. Instructions were despatched to the surveyor general at Leavenworth, and were followed by returns of survey, in accordance with your report, copies of which were laid before you on 27th of December last.

Third. Subsequently, viz: under date of December 31, 1861, the Commissioner of Indian Affairs reported to this office three selections as having been made under the provisions of the seventh article of the treaty concluded with the Delawares 30th May, 1860, in favor of "John Connor," "Ne-con-he-con," and "Henry Tiblow," stating that said selections had been *approved*, and desiring the patents transmitted to the Indian office for delivery, which was done on 4th January, 1862.

Enclosed I send a copy of a letter, of present date, from the Secretary of the Interior, stating that the patents have "been issued without legal authority, and are therefore void, and they are hereby revoked and cancelled, and declared null and void."

The Secretary at the same time encloses letters (copies herewith) dated 10th instant, from John Connor and Ne-con-he-con, two of the aforesaid persons, stating that they never selected the lands, nor have the patents been received by them.

To the end that complete effect may be given to the aforesaid order of revocation and amendment from the Secretary of the Interior, it becomes the duty of this office to call upon you to have the said patents returned to this office for cancellation.

Very respectfully, your obedient servant,

J. M. EDMUNDS, *Commissioner.*

Hon. WM. P. DOLE,
Commissioner of Indian Affairs.

DEPARTMENT OF THE INTERIOR,
June 11, 1862.

SIR: I transmit herewith a copy of a letter this day sent to the Commissioner of the General Land Office, revoking and cancelling patents which were issued on the 3d January last, to John Connor, Ne-con-he-con, and Henry Tiblow, respectively, of the Delaware tribe of Indians, for certain lands therein described, and embraced in the Fort Leavenworth reservation. These patents were issued without proper authority, and are therefore void.

You will make such entries upon your records as will show that the patents have been revoked and cancelled.

The grantees in the patents will be allowed to select other lands within the limits of the Delaware reservation, in conformity with the seventh article of the treaty between the Delaware Indians and the United States, ratified on the 22d August, 1860.

Very respectfully, your obedient servant,

CALEB B. SMITH,
Secretary of the Interior.

WM. P. DOLE, Esq.,
Commissioner of Indian Affairs.

DEPARTMENT OF THE INTERIOR,
June 11, 1862.

SIR: I learn by your communication, of the 2d instant, that on the 3d day of January last a patent was issued to John Connor, of the Delaware tribe of Indians, for the following tracts of land, viz: The southwest quarter of the northwest quarter and the southwest quarter of section 23; the southeast quarter of the northeast quarter, the east half and southwest quarter of the southeast quarter of section 22; lots 4, 5, 6, and 7, in section 26; and lots 3 and 4, in section 27; all in township 8 south, of range 22 east, of the sixth principal meridian, in Kansas.

Also, on the same day, a patent was issued to Ne-con-he-con, of the same tribe, for the following described lands, viz: The northeast quarter and the east half and the northwest quarter of the northwest quarter of section 23, and lot No. 2 of section 24, of same township and range. And on the same day a patent was issued to Henry Tiblow for the following described lands, viz: The southeast quarter of section 23, and lots 3 and 4 in section 24, and lot 4 in section 25, of same township and range.

These patents purport to have been issued to cover selections of lands alleged to have been made by the parties above named, under the seventh article of the treaty between the United States and the Delaware Indians, ratified on the 22d day of August, 1860.

These patents were executed without the knowledge of this department, and without any authority from me, and until the day on which your letter bears date I had no information that such patents had been issued.

The grantees named in the patents had no title to, or right, claim or interest in, said lands. They had no authority to select the said lands under or by virtue of any provision contained in said treaty.

I transmit herewith letters from two of said grantees, asserting that they never selected said lands under said treaty, and never requested that a patent should be issued for them, and that the patents never have been delivered to them.

The patents to the persons above named, for the lands before described, have

been issued without legal authority, and are therefore void; and they are hereby revoked and cancelled and declared null and void. You will please enter upon your records an order revoking and cancelling said patents and declaring them null and void. You will hereafter issue no patents to any person for said lands, or any portion of them, or for any of the residue of the lands embraced in said survey.

Very respectfully, your obedient servant,

CALEB B. SMITH.
Secretary of the Interior.

J. M. EDMUNDS, Esq.,
Commissioner General Land Office..

The said complainant then offered and read in evidence the following, to wit

[Paper No. 3.]

GENERAL LAND OFFICE,
October 14, 1862.

I, J. M. Edmunds, Commissioner of the General Land Office, do hereby certify that the annexed letter, dated October 14, 1854—plat of the United States reservation at Fort Leavenworth, and field-notes of the survey of said reservation—true and literal exemplifications of the originals on file in this office. The following words in ink, "this line extended to the Missouri river in 1861," being a copy of a note added in pencil at General Land Office, on west side of map. In testimony whereof, I have hereunto subscribed my name and caused the seal of this office to be affixed, at the city of Washington, on the day and year above written.

[SEAL.]

J. M. EDMUNDS,
Commissioner of the General Land Office.

WAR DEPARTMENT,
Washington, October 14, 1854.

SIR: I herewith enclose a map and field-notes of a survey of a tract of land at Fort Leavenworth, to be reserved for military purposes, under an order of the President dated the 10th instant, and indorsed upon the papers.

Very respectfully, your obedient servant,

JEFFERSON DAVIS,
Secretary of War.

Hon. R. MCCLELLAND, *Secretary of the Interior.*

[Here follows map marked original, page 92.]

Field-notes of the survey of the United States reservation at Fort Leavenworth for military purposes. Surveyed under directions of Captain E. F. Hunt, 4th artillery, commanding Fort Leavenworth, in conformity with instructions of honorable Secretary of War.

September 23, 1854.

J. C. McCOY, *Surveyor.*

FRIDAY, *September* 1, 1854.

Commenced the survey of the United States military reservation for Fort Leavenworth, under the direction of Captain F. E. Hunt, 4th artillery, com-

manding Fort Leavenworth, as follows: Established the southeast corner thereof on the southwest bank of Missouri river, one hundred and forty-eight chains (4 pole,) below the lower end of stone warehouse, at Fort Leavenworth landing, by inserting in the earth a square stone, marked on N. side "U S.," under which made deposit of charcoal, from which the mouth of ravine from W. bears S. 20° E. 116 links, and a lynn tree, 11 links circum., bears N. 33° 30′ east 8 lks.' and the upper end of island in the river bears N. 61° 15 E., and the lower point of same bears S. 17° E.

Proceeded thence S. 87° W.

Magnetic variation 10° 50′ E; chain, 4 poles.

Course.	Dist.	
S. 87° W..	5. 17	To white oak on line 13 links circum.
	20. 00	Set stone on W. side of ravine; co. N. for ¼ mile.
	40. 00	Set stone, marked "U. S.," and deposited charcoal for ½ mile; neck of prairie extends E. 5 chains
	42. 00	Entered brush and timber bearing E. and W.
	50. 00	To the Westport road; co. S. 2° E
	60. 00	Set stone for ¾ mile, marked "U. S;" deposited charcoal.
	78. 00	Set a stone on chain on east of cornfield fence; from this point a survey was made to include a corner of the field, running thence S. 24° W. to a corner; thence N. 65° 30′ W 61. 31 chains, as will be shown by the field-notes of the same, hereinafter annexed.
		Proceeded thence from dist. 78. 00, on a continuation of direct line, through the field.
S. 87° W..	79. 00	To cornfield fence; co. N. 24° E. and S. 24° W.
	80. 00	Set stone, marked "U. S.," and deposited charcoal for one mile.
	20. 00	Set stone and deposited charcoal 2 chs. W. of ravine for 1¼ mile.
	38. 00	To cross fence of field; co. S. 16° W.
	40. 00	Set stone, marked "U. S.," and deposited charcoal for 1½ mile.
	5. 00	To ravine; co. S. 20° E
	60. 00	Set stone, marked "U. S.," and deposited charcoal for 1¾ mile, from which black oak, 10 inches diameter, bears N. 66° 30′ W. 246 links, and a hickory, 10 inches diam., bears N. 78°, W. 170 links.
		To the south fence of the prairie farm; co. S. 65° 30′ E.
	65. 32	Set stone, marked "U. S.;" this being the point at which the survey of the line outside of the field intersects the present or straight line.
	67. 00	Continued on same course S. 87° W.
	80. 00	Set stone, marked "U. S.," and deposited charcoal in head of prairie bottom; co. SE. for 2 miles.
	14. 50	To a road; co S. 41° W.
	20. 00	Set stone, marked "U. S.;" deposited charcoal for 2¼ miles on side of point of ridge, bearing S. 75° E
	40. 03	Set rock, marked "U. S.," and deposited charcoal on side of same ridge, noted above, for 2½ miles, from which black oak, 10 links circum., bears S. 15°, W. 90 links.
	12. 80	To small brook; co. S. 37° E, spring in head of same 3 chains to N.
	80. 00	Established the SW. corner of the U. S. military reservation by inserting a rock, marked "U. S," under which made deposit of charcoal, and around it made mound of rocks, from which a black oak, 10 links circum, bears N. 31°, E. 11 links, marked "U. S. res. cor.," and another bears S. 45° 30 E.
		Proceeded thence N. 31° E.
N. 31° E..	15. 00	To centre of valley; co. S.
	20. 00	Set rock on side hill, marked "U. S.," and deposited charcoal for ¼ mile.
	22. 25	To a black oak on line, 20 in. diam.
	40. 00	Set stone on side of hill of ravine running N., marked "U. S.," and deposited charcoal for ½ mile.

TABLE—Continued.

Course.	Dist.	
'. 31° E ..	60. 00	Set stone, marked "U. S.," and deposited charcoal on SW. side of ravine. NW. for ¾ mile.
	64. 00	To ravine; co. N.
	80. 00	Set stone on S. side and near top of ridge; brg. SW.; marked "U. S.;" deposited charcoal for 1 mile.
	10. 00	In head of ravine; co. W.
	20. 00	Set stone in head of ravine, co. E.; marked "U. S ," and deposited charcoal for 1¼ mile.
	40. 00	Set stone, marked "U. S.," and deposited charcoal for 1½ mile.
	45. 00	Entered brush on side of valley; its co. N.
7. 31 W ..	58. 00	To the main road leading from Fort Leavenworth to Fort Riley, Laramie, &c.; co. W. and SW.
	60. 00	Set a stone, marked "U. S.," and deposited charcoal in valley; co. W. for 1¾ mile.
	14. 00	To top of hill brg. NW. and SE.; the overhigh point of hill to—
	80. 00	Set stone, marked "U. S.," and deposited charcoal in brushy hill-side for 2 miles; continued on hill-side through brush to—
	20. 00	Set stone, marked "U. S.," and deposited charcoal on brow of hill running E. and S. for 2¼ miles.
	40. 00	Set stone, marked "U. S.," and deposited charcoal on W. side and near the top of ridge; co. about N. 20° E., from which black oak 8 links circum. bears S. 35° 30′ E., 0.53 links.
		Changed course north—
'orth.....	.....	Then through scattering oak timber.
	20. 00	Set stone, marked "U. S.," and deposited charcoal in head of ravine; co. NE. for ¼ mile.
	40. 00	Set stone, marked "U. S.," and deposited charcoal on S. side of ravine; co. NW. for ½ mile; continued through scattering oak timber.
	60. 00	Set stone, marked "U. S.," and deposited charcoal on eastern slope of ridge near top for ¾ m.
	80. 00	Set stone on steep hill-side, brg. E. and W. at a ledge of rocks, marked "U. S.," from which a line 14 links circum. bears N. 62° E. 78 links for 1 mile on this course.
		Then down steep hill and through valley to—
	13. 50	To old road in middle of valley; co. W.
	20. 00	Set stone, marked "U. S ," and deposited charcoal for 1¼ mile.
	32. 00	To a ravine; co. N. and NW.
	40. 00	Set a stone, marked "U. S.," and deposited charcoal, from which black walnut 12 links circum. bears N. 74° 30′ E., 110 links, burnt on side facing rock for 1½ mile.
	11. 00	To ravine; co. W
	27. 50	To top of ridge narrow; co. E. and W., being the river bluff; set rock, marked "U. S.," and deposited charcoal, from which sugar tree 7 links circum. bears N. 58° E. 47 links, marked "U. S., 4¼ m.;" then proceeded down.
	53.	Steep bluff to — to the river bank, at which established the north-west corner of U. S. military reservation for Fort Leavenworth, by inserting in the earth a rock and making around it a mound of same, under which deposited charcoal, from which a hickory 10 links circumference bears S. 44° 30′ east, and an elm 7 links circumference bears south 20° 30′ E , 80 links.
		Whole distance on this line being 153 chains.

Field-notes of a survey, commencing on the southern boundary, (being the line first noted,) at a point seventy-eight chains from the southeast corner of the reservation, and thence, outside of fence of the government farm, to its intersection with the straight line above named.

		Commenced at a point on line first noted, 78 chains from the commencement thereof, on the bank of Missouri river, and run thence S. 24° W.
	Chs. Lks.	
S. 24° W..	31. 50	Set a stone marked "U. S.," and deposited charcoal, as the corner of the survey around the government field; proceeded thence N. 65° 30′ W.
N. 65° 30′ W	34. 00	To small branch, S. co., 30° E.
	61. $\frac{67}{100}$	To the intersection of this with the straight line first noted above, at a rock already noted on same, at 1 mile and 67 chains from the commencement thereof at river.

Field-notes of the survey of the meanders of the southwest bank of Missouri river, commencing at the southeast corner of the United States military reservation for Fort Leavenworth, then up with the meanders aforesaid to the northwest corner of said reservation.

No. of station.	Course.	Dist.	Notes.
		Chs. Lks.	
1	N. 470° 30 W...	25. 00	
2	N. 14° W.....	18. 00	At 17. 50 cross Small creek from W. Corral creek.
3	N. 6° 15 E.....	18. 00	
4	N. 4° W.....	37. 00	At 16. 20 crosses Slaughter-house creek.
5	N. 86° E.	2. 93	
6	N. 2° E	15. 00	
7	N. 4° W.....	12. 00	
8	N. 10° W.....	15. 00	
9	N. 4° W.....	9. 00	At 8. 00 opposite the stone warehouse at fort landing.
10	N. 13° W.....	18. 00	At 3. 00 Spring branch, then along in road.
11	N. 17° E.....	10. 00	
12	N. 54° E.....	25. 00	
13	East..... ---	3. 00	
14	N. 64° 30′ E....	75. 00	At 10 mouth of Small creek.
15	N. 28° 45′ E....	61. 00	
16	N. 14° 15′ W....	57. 00	
17	N. 21° 30′ W....	6. 00	
18	N. 36° W.....	8. 00	At 2. 00 ferry landing.
19	N. 49° 30′ W....	21. 00	
20	S. 78° W.	6. 00	
21	S. 74° 30′ W....	16. 00	
22	S. 63° W.	6. 50	
23	S. 38° 15′ W....	12. 00	
24	S. 54° W.	22. 00	
25	S. 81° W.	6. 00	
26	S. 38° W.	14. 00	
27	S. 75° W.	52. 00	At 48. 00 to the cornfield fence.
28	N. 74° 30′ W...	8. 00	
29	S. 85° 45′ W	27. 00	
30	N. 75° 30′ W....	20. 00	
31	N. 67° W.....	19. 60	

I certify that the foregoing are the true and correct notes of the survey made by me of the United States military reservation for Fort Leavenworth, in September, 1854, under the direction of Captain E. F. Hunt, 4th artillery, commanding Fort Leavenworth.

J. C. McCOY, *Surveyor.*

Fort Leavenworth, Kansas Territory, September 28, 1854. F. E. Hunt, captain 4th artillery, commanding post. Field-notes of survey of military reservation.

396 F., 1854.
B B. 4—6029.

Recommended to the President for his approval, except the offset on the southern boundary, which includes a triangle properly belonging to the Delaware tract. This modification makes the southern boundary, as now marked, conform to the old line, as reported to have been run. See map.

October 10, 1854.

JEFF'N DAVIS, *Secretary of War.*

The land described within is hereby reserved for military purposes, as recommended.

October 10, 1854.

FRANKLIN PIERCE.

Endorsed: Sec'y of War. C. 41035. 14th October, 1854.

Enclo. map and field-notes of survey of military reservation at Fort Leavenworth, under order of President, dated the 10th instant, endorsed, &c.

DEPARTMENT OF THE INTERIOR, *October* 16, 1854.

Respectfully referred to the Commissioner of the General Land Office for such action as may be called for on his part.

GEO. C. WHITING, *Acting Secretary.*

Instructed surveyor general Kansas and Nebraska, October 23, 1854. Sent copy of map and field-notes. Wrote to acting Secretary of Interior same day. W. T. S. Mr. Steiger, October 17, 1854.

Sent copy of map to Commissioner Indian Affairs, November, 1854.

The said complainants then produced, offered, and read in evidence the following, marked "Paper No. 4," which was objected and excepted by the said defendant, on the ground that the same is irrelevant, the Secretary of the Interior having, as the said defendant alleges, no power to revoke a patent; the said paper No. 4 being in words and figures as follows, to wit:

[Paper No. 4.]

GENERAL LAND OFFICE, *July* 16, 1862.

Whereas, upon the report and application of the Commissioner of Indian Affairs, three patents have been issued the following locations, as under the 7th article of the treaty of May 30, 1860, with the Delaware tribe of Indians, being in the military reserve at Fort Leavenworth, viz:

1st. One in favor of John Connor, recorded volume 11, pages 522, 523, being for the southwest quarter of the northwest quarter of section 23; the southwest quarter of said section 23; the southeast quarter of the northeast quarter of section 22; the east half (of southeast quarter) and southwest quarter of the southeast quarter of said section 22; lots Nos. 4, 5, 6, and 7, of section 26, and lots 3 and 4 in section 27; all in township 8 south, of range 22 east, of 6th principal meridian, Kansas. Contents, $647\frac{20}{100}$ acres.

2d. One in favor of Ne-con-he-con, recorded volume 11, pages 524 and 525, being for the northeast quarter of section 23; the east half (of northwest quar-

ter) and northwest quarter of northwest quarter of said section 23; and lot No. 2 of section 24, same township and range. Contents, 332 acres.

3d. One in favor of Henry Tiblow, recorded vol. 11, pages 525 and 526, being for the SE. ¼ of section 23; lots 3 and 4 in sec. 24, and lot No. 4 of sec. 25; all in same township and range. Contents, $329\frac{29}{100}$ acres.

And whereas, under date June 11, 1862, the Secretary of the Interior rendered a decision that said patents have "been issued without legal authority, and are therefore void, and they are hereby revoked and cancelled and declared null and void."

And whereas the said patents have been delivered by the said Commissioner of Indian Affairs, therefore be it known that the same have been *cancelled, declared void*, and of *none effect*, and the said *cancellation* is hereby certified for record in the county in which the said tracts are situated.

In testimony whereof, I have hereunto subscribed my name and caused the seal of this office to be affixed, at the city of Washington the day and year above written.

[SEAL.]

J. M. EDMUNDS,
Commissioner of the General Land Office.

OFFICE OF REGISTER OF DEEDS,
County of Leavenworth, State of Kansas, ss:

I, W. S. Van Doren, register of deeds within and for the county aforesaid, do hereby certify that the within and foregoing instrument of writing was received by me for record this twenty-sixth (26th) day of July, A. D. 1862, at 10 o'clock a. m., and that the same is duly recorded in book "S" for recording conveyances, at page 626.

In testimony whereof, I have hereunto set my hand and official seal of office the day and year aforesaid.

[SEAL.]

W. S. VAN DOREN,
Register of Deeds,
By WM. BUCHER, *Deputy.*

GENERAL LAND OFFICE, *August* 23, 1862.

SIR. In the case of patents lately issued for lands at Fort Leavenworth, under the Delaware treaty of May 30, 1860, which were directed to be recalled and cancelled, I have the honor to enclose a copy of the certificate of cancellation issued by this office on the 16th July, 1862, which, it will be seen, has been duly recorded in the county in which said lands are situated.

With great respect, your obedient servant,

J. M. EDMUNDS, *Commissioner.*

Hon. CALEB B. SMITH,
Secretary of the Interior.

DEPARTMENT OF THE INTERIOR,
Washington, August 25, 1862.

I, Caleb B. Smith, Secretary of the Interior, do hereby certify that the foregoing, on pages one, two, and three, are true copies of the originals on file in this department.

In testimony whereof, I have hereunto subscribed my name and caused the seal of the department to be affixed the day and year above written.

[SEAL.]

CALEB B. SMITH,
Secretary of the Interior.

And which said paper No. 4 is indorsed as follows, to wit: "Paper No. 4, offered by complainants, objected to (on the ground that the paper is irrevelant, the Secretary having no power to revoke a patent,) by defendant."

And the said complainants then produced, offered, and read in evidence Executive Document No. 58, 33d Congress, 2d session of the Senate of the United States, and Executive Document No. 50, 33d Congress, 2d session of the Senate of the United States, which said Executive Documents Nos. 58 and 50 are, by the consent and request of the solicitors of the complainant and defendant in this suit, hereto attached in printed form, and made part of this record and transcript. Said documents were also offered and read in evidence by the said defendant Stone, as will appear by reference to that part of this record which purports to give the evidence introduced by said defendant below set forth.

Said executive documents are in words and figures as follows, to wit:

SENATE.

33D CONGRESS, 2D SESSION.—EX. DOC. NO. 58.

Report of the Secretary of War, in compliance with a resolution of the Senate of February 12, 1855, *calling for information relative to the military reservation of Fort Leavenworth.*

FEBRUARY 21, 1855.—Read, ordered to lie on the table, and be printed.

WAR DEPARTMENT,
Washington, February 20, 1855.

SIR: I have the honor to submit herewith copies prepared in compliance with a resolution of the Senate of the 12th instant, directing the Secretary of War to communicate, in addition to the information called for by resolution of the 10th instant, "all the information and correspondence in his department in relation to the original establishment of Fort Leavenworth as a military post, the cause of the recent reduction of the reserve attached to that fort, with the correspondence that led to and followed it, with the several officers at the fort;" also, "all the correspondence to or from his department within the last year in relation to the occupancy of Kansas Territory by emigrants, and the reasons which controlled General Clark when he ordered the commandant at Fort Leavenworth not to interfere with the emigration."

It will appear, from the papers herewith, that Fort Leavenworth was established in 1827 by a body of troops sent to take post in the country then occupied by tribes or bands of roving Indians.

Under such circumstances it was not usual to define by metes and bounds tracts or parcels of land required for military purposes; and it could not be necessary to do so, as the government recognized no title which could conflict with its free use and occupation; and as the Indian intercourse act not only gave full power, but made it the duty of the troops to remove all trespassers, no distinction would arise between an attempted settlement upon the land inside and outside of any limits which might have defined the extent of a military site, cantonments were therefore made in such cases wherever public interest dictated, and the adjacent land was used so far as desirable for cultivation, for fuel, for timber, for hay, and for pasturage; when, however, the government made special grants for the settlement of Indian tribes removed and located in a new home, this right, which has been stated as one exercised in the hunting grounds, received within the limits of such grant a modification which would probably have required the consent of the party in possession before establishing a military post upon it. But a "reservation" would in neither case be necessary, because its purpose is to prevent the land from being otherwise disposed of by the United States, and therefore a "reservation" only becomes necessary when such sites are upon public lands held for sale or settlement.

The general military authority in the Indian country, and the special powers subsequently given by the Indian intercourse act, were fully sufficient for the

removal of all persons who might interfere with the military occupation of any site therein, and as the description or marking of boundaries was in no manner necessary to the exercise of the authority, that course was therefore never pursued.

By a treaty with the Delaware Indians in September, 1829, they were assigned a country west of the Missouri river, the eastern boundary of which commenced on the Missouri river at the mouth of Kansas river, and ran northward up the west bank of the Missouri to Camp Leavenworth, and thence northwest to a point ten miles north of the north corner of the Kansas lands. The following year a surveyor, Mr. Isaac McCoy, was sent to run and mark the lines bounding the Delaware country so ceded, and in the execution of this duty it became necessary to determine the point where the eastern boundary line of the Delawares, running northward up the Missouri, reached Camp Leavenworth, for at that point it was to terminate. This point he fixed upon the river bank one mile north of a small stream called Three-mile creek, and about two miles south of the flag-staff of the cantonment, thence he ran four miles southwest and three miles west of —— north, so as to avoid invading the buildings, improvements, and lands required for the use of the post, which, in the absence of evidence upon this point, it is presumed were pointed out to him by the commanding officer of the post as constituting the camp of Leavenworth. Having thus reached a point in a line drawn from the centre of the cantonment, on the second course, he left Camp Leavenworth. The boundaries were marked, and a copy of the map of the Delaware lands, embracing the lines thus run between the Delaware and the military lands, was filed in this department. This partial and incidental survey appears to have been the first attempt to fix the limits of Camp Leavenworth in any part.

In 1839 a survey of the military tract was again made by Captain A. R. Johnson, under the order of the commanding officer. On the map of this survey, which was duly filed in this department, the southern boundary appears as originally fixed by Mr. McCoy, but the western boundary was changed by taking the natural boundary, Salt creek, instead of the geographical line run by Mr. McCoy, which crossed that stream.

When the acts were passed organizing the Territories of Nebraska and Kansas, and providing for the survey and sale of public lands in those Territories, it became necessary, for the first time, to make a legal "reservation" of the site of Fort Leavenworth, *i. e.*, to determine authoritatively its limits, to mark them upon the plat of the public lands, and to obtain an order from the President that they should be withheld from sale. About the same time strong efforts were made by persons feeling an interest in the establishment of the seat of government of Kansas to obtain a relinquishment of the post for that object, and upon this being declined, they urged at least a reduction of the site. The department, however, in view of the public interests committed to its charge, could concede nothing more than that, in making the reservation, it should be restricted to lands actually required for military purposes; and orders were therefore given to the commanding officer of the post "to have a survey made and a reservation laid off, including the buildings and improvements, and so much of the land as is necessary for military purposes, looking to its use as a main depot and cavalry station." Under these general instructions, the commanding officer laid off a reservation, retaining the river boundary on the north and east, and following the original boundary marked by Mr. McCoy on the south, to a point about 1¼ mile short of the corner fixed by line, and from this point running northward along the highlands to the Missouri river. His survey and report were approved by the President, who ordered the lands so designated to be reserved from sale.

Upon these facts I have to report, in reply to the inquiry in the resolution as to the causes of the reduction of the reservation, that this reservation, strictly

speaking, has never been reduced, but that when the reservation was made, so much of the land previously held for the use of the post was relinquished as in the judgment of the President, upon the report of the commanding officer of the post, was not required for military purposes.

It may be proper to remark that the land so relinquished forms no part of the tract on the Missouri river, between the southern boundary of the reserve and Three-mile creek, upon which the so-called city of Leavenworth has been recently laid out.

In regard to the inquiry in the last paragraph of the resolution, as to the grounds upon which General Clark ordered the commandant at Fort Leavenworth not to interfere with the emigration into Kansas, I have to state that the report of Colonel Fauntleroy to General Clark, of May 24, 1854, and the indorsement of the latter thereupon, copies of which are herewith submitted, contain all the information in this department on the subject of this inquiry. From these it appears to have been the belief of that officer that the measures then in progress to establish a territorial government would soon be completed, as in fact they were within a few days after the date of his order; and although not stated, it may very probably, as it would very justly, have been inferred by him that the extinction of the Indian title relieved the military from the obligation, and deprived them of the authority to prevent persons from entering upon these lands, which had now become public lands of the United States.

Very respectfully, your obedient servant,

JEFFERSON DAVIS,
Secretary of War.

Hon. J. D. BRIGHT,
President of the Senate pro tem.

HEADQUARTERS FORT LEAVENWORTH,
May 24, 1854.

MAJOR: I have the honor to state that reliable informantion has reached this post that numerous emigrants are passing the river or boundary, and are making settlements within the Indian territory, and that the prospect is, that the rush, in a very short time, will be immense, unless arrested at an early moment. I have made this statement to the general commanding the department of the west, in view of the increasing difficulty on this subject, unless the bill for the organization of the Territory should pass at an early moment; also, with reference to my near departure for New Mexico, which will leave this portion for a time without mounted troops.

These circumstances addressed themselves more immediately to me since, in the condition of things likely to arise, if it does not now exist, that will call for an instant interference of the troops, and will, at least, present for my decision the important question as to how far I shall, and under what circumstances, interpose.

I would be pleased to have instructions, and, should it be deemed necessary or proper, to forward this communication to higher authority.

Very respectfully, your obedient servant.

THOS. T. FAUNTLEROY,
Colonel 1st Dragoons, Commanding.

Major F. N. PAGE,
Assistant Adjutant General, Headquarters Department of the West, Jefferson Barracks, Missouri.

HEADQUARTERS DEPARTMENT OF THE WEST,
Jefferson Barracks, May 29, 1854.

In reference to the passage of the Nebraska bill, so called, I have directed Colonel Fauntleroy to take no steps in regard to the matter of his report. As a consequence of the passage of that bill, should any instructions to the military authorities be deemed necessary, I respectfully desire to be furnished with them.

N. S. CLARK,
Colonel 6th Infantry, Brevet Brigadier General, Commanding.

ASSISTANT ADJUTANT GENERAL,
Headquarters of the Army.

HEADQUARTERS OF THE ARMY,
New York, June 6, 1854.

Respectfully forwarded by command of Major General Scott.

IRVIN McDOWELL
Assistant Adjutant General.

ADJUTANT GENERAL'S OFFICE,
June 6, 1854.

Respectfully submitted to the Secretary of War.

S. COOPER, *Adjutant General.*

[Extract.]

ADJUTANT GENERAL'S OFFICE,
Washington, March 7, 1827.

Orders.]

* * * * * * * *

2. Colonel Leavenworth, of the 3d infantry, with four companies of his regiment, will ascend the Missouri, and when he reaches a point on its left bank near the mouth of the Little Platte river, and within a range of twenty miles above or below its confluence, he will select such position as in his judgment is best calculated for the site of a permanent cantonment. The spot being chosen, he will then construct, with the troops of his command, comfortable, though temporary quarters, sufficient for the accommodation of four companies. This movement will be made as early as the convenience of the service will permit.

* * * * * * * *

By order of Major General Brown.

R. JONES, *Adjutant General.*

Extract from a letter of Colonel H. Leavenworth, third infantry, to Lieutenant E. G. W. Butler, acting assistant adjutant general, Cincinnati, Ohio, dated Camp mouth of Little Platte, May 8, 1827.

SIR: On the 4th instant, at this place, a detachment of the sixth infantry, under command of Brevet Major Ketchum, with a portion of the public property from Council Bluffs.

A short examination of the country convinced me that there was no good site for military purposes on the left bank of the Missouri within the distance of this place mentioned in the general order on that subject.

I accordingly proceeded up the river eighteen or twenty miles, and found a very good site for a cantonment on the right bank of the Missouri, about that distance from this place.

In addition to the advantage of being on the same side of the Missouri as the road to Santa Fé, this position (the one I have selected) possesses the very material one of having a dry and rolling country on the southwest of it. This will greatly contribute to the healthiness of the position. In addition to all this, I can safely say that there is no other place that will answer the purposes required within the prescribed distance of the Little Platte.

Extract from a letter of E. G. W. Butler, aide-de-camp, acting assistant adjutant general, to the adjutant general, dated Adjutant General's Office, Western Department, Cincinnati, Ohio, May 26, 1827.

I have the honor to enclose a copy of Colonel Leavenworth's communication of the 8th instant, (reporting the selection of a site for the new post on the *right* bank of the Missouri, and requesting that the Indian agent, Mr. Dougherty, may be ordered to it,) which I beg you will lay before the Secretary of War.

ADJUTANT GENERAL'S OFFICE,
Washington, September 19, 1827.

SIR: The site which has been selected by Colonel Leavenworth for a permanent cantonment near the mouth of the Little Platte, in virtue of the general order of March 7, (No. 14,) is approved by the general-in-chief. The selection of the right instead of the "left bank" of the Missouri, for the reasons assigned by the colonel in his report of the 8th of May, addressed to department headquarters, is deemed to be judicious, and is therefore approbated.

I am, sir, very respectfully, your obedient servant,

R. JONES, *Adjutant General.*

Major General GAINES,
Commanding Western Department, Cincinnati, Ohio.

QUARTERMASTER GENERAL'S OFFICE,
Washington City, July 11, 1854.

SIR: Your communication of the 10th instant, with the accompanying copy of the original map of the military reserve at Fort Leavenworth, east of the Missouri river, is received. The object of the department is to obtain a plat of the reservation lying on the *west* side of that river, which I have accordingly to request may now be furnished.

Very respectfully, your obedient servant,

THOMAS S. JESUP,
Quartermaster General.

JOHN WILSON, Esq.,
Commissioner General Land Office, Washington City, D. C.

GENERAL LAND OFFICE, *July* 11, 1854.

SIR: In reply to your communication of this date, requesting a copy of the plat of the military reservation at Fort Leavenworth, on the *west* side of the Missouri river, I have to state that there does not appear to have been any action through this office for reserving lands at that post *west* of the river, but only the portion east of the river, opposite the fort, as shown by the map transmitted with my letter of the 10th instant.

I am, very respectfully, your obedient servant,

JOHN WILSON, *Commissioner.*

Lieutenant Colonel CHARLES THOMAS,
Deputy Quartermaster General in charge, War Department.

[Indorsements on the above.]

Respectfully referred to the adjutant general. It is understood that a reserve was made by order of the President of the United States within the Indian territory west of Missouri, the site of the present post of Fort Leavenworth, and that the order for the reserve was issued from the adjutant's general's office. Is there a report and survey of the reserve in the office? If there be no evidence of the reserve having been made we may lose the site with all the improvements.

THOMAS S. JESUP,
Quartermaster General.

JULY 14, 1854.

Respectfully returned to the quartermaster general. It does not appear, from our examination of the records of this office, that any reservation has ever been made at Fort Leavenworth on the west side of the Missouri river.

S. COOPER, *Adjutant General.*

ADJUTANT GENERAL'S OFFICE, *July* 18, 1854.

Respectfully returned to the adjutant general.

It is desirable that the lands necessary for military purposes at Fort Leavenworth be formally set apart for military purposes, otherwise they will be seized upon by squatters, and the public will lose not only the land but the improvements. I respectfully recommend that the proper orders be issued for surveys to be made, and that the authority of the President to the land department be obtained to reserve from sale the lands now occupied, and which are considered necessary for military purposes.

THOMAS S. JESUP,
Quartermaster General.

AUGUST 3, 1854.

Respectfully submitted to the Secretary of War.

It does not appear to have been the practice of the department to make reservations of lands for military purposes within the Indian territory, the laws regulating trade and intercourse with Indian tribes being, in that case, sufficient to prevent intrusion. But as the lands in the neighborhood of Fort Leavenworth are now about to be surveyed and brought into market, it is recommended that the land at that post required for military purposes be now set apart and reserved from sale by the President.

S. COOPER, *Adjutant General.*

ADJUTANT GENERAL'S OFFICE, August 7, 1854.

Let orders be given to have a survey made and a reservation laid off, including the buildings and improvements, and so much land as is necessary for military purposes, looking to its use as a main depot and cavalry station. A plat will be made, and such description of the tract given as will enable the Commissioner of the General Land Office to have it marked on the plats of the public lands.

JEFFERSON DAVIS,
Secretary of War.

WAR DEPARTMENT, *August* 9, 1854.

ADJUTANT GENERAL'S OFFICE,
Washington, August 11, 1854.

SIR: By direction of the Secretary of War, you will cause a survey to be made, and a reservation laid off, including the buildings and improvements and so much land as may be necessary for military purposes, at Fort Leavenworth, looking to its use as a main depot and cavalry station.

A plot of the reservation will be made, and such a description of the tract given as will enable the Commissioner of the General Land Office to have the reservation marked upon the plats of the public lands.

Very respectfully, your obedient servant,

S. COOPER, *Adjutant General.*

COMMANDING OFFICER,
Fort Leavenworth, Missouri.

WAR DEPARTMENT,
Washington, October 14, 1854.

SIR: I herewith enclose a map and field-notes of a survey of a tract of land at Fort Leavenworth to be reserved for military purposes, under an order of the President dated the 10th instant, and indorsed upon the papers.

Very respectfully, your obedient servant,

JEFFERSON DAVIS,
Secretary of War.

Hon. R. MCCLELLAND,
Secretary of the Interior.

FORT LEAVENWORTH,
Kansas Territory, September 28, 1854.

COLONEL: I herewith enclose field-notes of a survey made for a military reserve at Fort Leavenworth, in obedience to instructions received by me, dated Adjutant General's Office, Washington, August 11, 1854, and by this mail I forward a map of said reserve in Kansas Territory. This is entirely independent of the reserve in Missouri, which I consider at present necessary to retain on account of the timber, ferry, &c.

It appears from records in the possession of Mr. J. C. McCoy, who assisted in making a survey, that in October, 1830, a reservation was laid off, the southern boundary of which commences at the same point that the present southern boundary commences, and corresponds with it, with the exception of a

slight offset, which you will observe running around the farm fence, containing a tract of about one hundred acres, which lies on the Delaware lands.

The line was run in this manner to include, according to instructions, all the improvements; but as it is clearly land already assigned to the Delawares, and it is the only land in the reservation that can be claimed by any Indians, I would respectfully suggest that the straight dotted line across the farm field be made the boundary, and that the assistant quartermaster at this post be directed to move his fence to conform therewith.

The line thence continues with the southern boundary, but as the reserve, as formerly laid out, was much larger than I conceived necessary under my instructions, I only went out 2¾ miles on this line, and thence along the top of the bluffs as near as I could to make a good boundary to the Missouri river.

I am, colonel, very respectfully, your obedient servant,

F. E. HUNT,
Captain 4th Artillery, Commanding Post.

Colonel S. COOPER,
Adjutant General United States Army, Washington, D. C.

ADJUTANT GENERAL'S OFFICE,
October 9, 1854.

Respectfully submitted to the Secretary of War. Please see herewith a copy of the instructions to the commanding officer at Fort Leavenworth to cause the reservation to be laid off and surveyed.

S. COOPER, *Adjutant General.*

OCTOBER 10, 1854.

The accompanying field-notes and map of reservation for military purposes are submitted to the President, and recommended for his approval and orders, as indicated within.

JEFFERSON DAVIS,
Secretary of War.

SENATE.

33D CONGRESS, 2D SESSION, EX. DOC. No. 50

Report of the Secretary of War, in compliance with a resolution of the Senate of February 10, 1855, *calling for correspondence relative to the military reservation at Fort Leavenworth.*

FEBRUARY 14, 1855.—Read, referred to the Committee on Military Affairs, and ordered to be printed.

WAR DEPARTMENT,
Washington, February 13, 1855.

SIR: I have the honor to transmit the accompanying papers, in compliance with a resolution of the Senate of the 10th instant, requesting the Secretary of War "to communicate to the Senate copies of the correspondence between the Secretaries of the War and the Interior Departments, respecting a claim advanced

by the Commissioner of Indian Affairs to the military reservation at Fort Leavenworth; together with the result of his investigation of the alleged interference of certain army officers, named in a recent report of the Commissioner of Indian Affairs, with the rights of the Delaware Indians."

Very respectfully, your obedient servant,

JEFF'N DAVIS,
Secretary of War.

Hon. J. D. BRIGHT,
President pro tem. of the Senate.

DEPARTMENT OF THE INTERIOR,
Washington, October 11, 1854.

SIR: I have received a letter from Colonel Manypenny, the Commissioner of Indian Affairs, dated Fort Leavenworth, September 26, from which I extract for your information, and such action as you may deem proper, as follows:

"The Delawares are much disturbed in mind because the whites are beginning to settle on their land, and claim that it is subject to pre-emption, (the question submitted to and decided by the Attorney General.) The principal claims are made adjacent to, and within a few miles of, the military reserve at this point; and I regret to say to you that Major Ogden, of the quartermaster's department, and Major Maclin, of the pay department, have been the principal and main instigators to this lawless course of proceeding.

If all I learn be true—and I have the best reasons to believe the reports—these gentlemen have been guilty of conduct for which they ought to be cashiered and discharged from the service.

"They were the prime movers in projecting the new town site of Leavenworth, some two and a half miles below the fort, and in the Delaware tract, and have enlisted with them some thirty other persons. After making this move in violation of the treaty, they are and have been urging settlers to make claims adjacent to the military reserve, and for miles distant on the Delaware land, hoping thus to make force to aid them.

"They have now an advertisement out to sell lots at this town on the 9th October; and to induce persons to buy, the story is rife that government has made a special grant of 320 acres for the town, and that therefore there can be no difficulty about title.

"The soldiers were employed to help build their pre-emption shanties, cut the brush, &c.; and government tents used at the time.

"All the employés of any influence in the quartermaster's and pay departments are interested in the matter; and where an innocent squatter, not of their kind, has attempted to make a claim near their land, they have drove him off by threats of the military.

"Now, will this state of things be tolerated? But for their example, I am satisfied no squatter would have located on the Delaware land."

He urgently requests that steps be taken by the War Department with a view "to remove all the people from this town site, (Leavenworth,) and that all the principal evidences of claims on the Delaware land near the reserve be demolished;" and says that "Captain Hunt can do it without difficulty," and that "it will cure everything."

"The government," he continues, "owes it to itself to do this at once—and it surely owes it to the Delaware Indians—and it can be done without the sacrifice of life or limb." He says "the commanding officer has had a surveyor at work, reducing the limit of the reservation; and I saw this morning a plat of the old reserve with the contemplated reduction marked on it. This reduction leaves a strip of land between the Indian land and the diminished reserve, and

this strip, even before the survey, had placed upon it the necessary monuments, according to squatter law, to enable the military men here and their friends to have each a pre-emption claim of land worth from $10 to $30 per acre, valued here, under the excitement of the times, at $50 per acre. This diminution of the reserve is said to be made in pursuance of orders from the War Department.

"The surveyor told me the commandant was going to send on the plat of the reduced survey to headquarters for approval. Whether he meant to St. Louis or to Washington I do not know. I do hope the thing will be disapproved; and if the reserve is reduced in size, that the land left out of it may be sold under the law of 1843."

In conclusion, he reiterates his recommendation for the removal, by the War Department, "of the squatters from the Delaware lands, and especially those on the town site of Leavenworth and adjacent to the reserve;" and says, "the balance will follow." He also states that "neither the commandant of the post nor Majors Ogden or Maclin are here at present."

I am, sir, very respectfully, your obedient servant,

R. McCLELLAND, *Secretary.*

Hon. JEFF. DAVIS, *Secretary of War.*

WAR DEPARTMENT,
Washington, October 14, 1854.

SIR: I have to acknowledge the receipt of your letter of the 11th instant, communicating extracts from a report of the Commissioner of Indian Affairs respecting pre-emption claims made by certain army officers, and by others at their instigation, upon the lands of the Delaware Indians near Fort Leavenworth, and upon a portion of the reservation at that post which the department intends to relinquish.

Orders have been given to obtain from the commanding officer at Fort Leavenworth a full report of all the facts in this case, and when it is received a further communication will be made to you upon the subject. In the mean time I send herewith a copy of the map of the reduced reserve, from which you will perceive that the southern boundary is the same throughout its whole extent as that of the old reserve, and that the portion of the land excluded from the reservation cannot have been selected for a town site, being remote from the river, and in rear of the present reservation.

Very respectfully, your obedient servant,

JEFFERSON DAVIS,
Secretary of War.

Hon. R. McCLELLAND,
Secretary of the Interior.

The map above referred to accompanies another letter of this date, with field-notes of the survey, and the order of the President making the reservation.

Please furnish this department a map showing the lines of the Delaware and Kickapoo lands contiguous to the reserve, with a reference to the treaties establishing the boundary thereof.

DEPARTMENT OF THE INTERIOR,
Washington, November 14, 1854.

SIR: I have the honor to forward to you herewith a communication of the 9th instant, from the Commissioner of Indian Affairs, transmitting several maps,

in compliance with the request contained in your letter of the 14th ultimo. I forbear expressing any opinion as to Mr. McCoy's acts.

I am, sir, very respectfully, your obedient servant,

R. McCLELLAND, *Secretary.*

Hon. JEFFERSON DAVIS,
Secretary of War.

DEPARTMENT OF THE INTERIOR,
Office of Indian Affairs, November 9, 1854.

SIR: In compliance with the request of the Secretary of War, contained in his letter to you of the 14th ultimo, to furnish the War Department with "a map showing the lines of the Delaware and Kickapoo lands contiguous to the reserve, (at Fort Leavenworth,) with references to the treaties establishing the boundaries thereof," and which was referred to this office for the information desired, I have the honor herewith to transmit to you a copy of an original map now on file in this office of the Delaware, Kickapoo, and other adjacent Indian lands, as surveyed and platted by Isaac McCoy, who was the government surveyor for the special duty of making surveys of the tracts assigned to the different Indian tribes.

By the supplementary article to the Delaware treaty, concluded at St. Mary's, in the State of Ohio, on the 3d of October, 1818, partially concluded at Council Camp, on the James fork of White river, in the State of Missouri, on the 24th of September, 1829, and finally concluded at Council Camp, in the forks of the Kansas and Missouri rivers, on the 19th October, 1829, (United States Statutes at Large, vol. 7, pages 327–8,) the cession to the Delaware Indians by the United States is described as "the country in the fork of the Kansas and Missouri rivers, extending up the Kansas river to the Kansas (Indians) line, and up the Missouri river to Camp Leavenworth, and thence by a line drawn westwardly, leaving a space ten miles wide north of the Kansas boundary line for an outlet." And the United States guaranteed to the Delawares the quiet and peaceable possession and undisturbed enjoyment of the same, against the claims and assaults of all and every other people whatsoever, as their permanent home.

By the supplemental article to the treaty with the Kickapoo Indians of the 24th of October, 1832, concluded at Fort Leavenworth the 26th day of November, 1832, it is "agreed that the boundary lines of the lands assigned to the Kickapoos shall begin on the Delaware line, where said line crosses the left branch of Salt creek; thence down said creek to the Missouri river; thence up the Missouri river thirty miles when measured on a straight line; thence westwardly to a point twenty miles from the Delaware line, so as to include in the lands assigned the Kickapoos at least twelve hundred square miles."—(United States Statutes at Large, vol. 7, page 394.)

The resolution of the Senate of the United States ratifying the supplemental article to the Delaware treaty contains the following proviso: "*Provided*, That the President of the United States, with all convenient despatch, employ a surveyor, at the usual rate of compensation for like services, to run the lines of the country by the foregoing treaty granted to the said Delaware nation of Indians, to establish certain and notorious landmarks accurately and permanently to distinguish the boundaries of the said granted country, and of the said outlet reserved in this treaty; that the said surveyor run the lines and fix and establish the boundaries of the said granted country, and the said outlet, in the presence of an agent to be designated by the Delaware nation; and that it shall be the duty of the said surveyor to report to the President of the United States his proceedings in the premises, together with a map or draught of the said granted country and *the said outlet*; and that when the President shall be satisfied that

the said proceedings has been concurred in and approved of by the agent of the said Delaware nation, he shall also approve of the same by his signature and seal of office, and cause one copy of the same to be affiled among the archives of the government, and one copy to be delivered to the agent of the Delaware nation, for the use of the said nation, and which shall be thereafter binding and conclusive upon the respective parties to the foregoing treaty."

On the 3d of June, 1830, instructions were issued from this office to the Rev. Isaac McCoy, the surveyor appointed to perform the duty provided for in the resolution of the Senate Mr. McCoy was informed that the "Secretary of War, by the authority of the President of the United States, refers the execution of this duty to you, [him.] No detailed instructions are necessary, since these are ample in the treaty, and the resolution of the Senate which accompanies it. You will be governed by these, and in every particular."

I am unable to find in this office any report, or copy thereof, of the surveyor, of his proceedings, with a map or draught of the same, *approved by the agent of the Delawares, with the signature and seal of office of the President, as provided for in the Senate resolution.* If such an instrument be in existence, it is, perhaps, in the State Department.

There is, however, on file in this office a paper indorsed "Copy—Isaac McCoy's report of survey of Delaware lands." This paper is without date, is addressed to "Hon. John H. Eaton, Secretary of War," and signed "Isaac McCoy, surveyor, &c.," and is identified in the introductory paragraph as being his report under the appointment of June 3, 1830. He says—"Sir: It was July 19th that I actually entered upon the discharge of the trust which you had been pleased to confide to me on the 3d of June."

The report speaks of several Indian tracts; and in the body of it Mr. McCoy observes that "Captain John Quick, the agent chosen by them (the Delawares) to attend the surveying of their lands, is an aged and respectable man, and second chief of the tribe. The Delawares, anxious to move into their new country before the commencement of cold weather, and needing his assistance in removing, had instructed him not to remain with our party until the work was completed, but to return to them so soon as he had followed around their lands designed for *settlement.* In consequence of this, I was *unable* to keep him with me until the completion of the survey. His certificate, witnessed by the commanding officer and sundry others at Cantonment Leavenworth, and by the Delaware and Shawnee interpreters, and the accompanying certificate of Major Campbell, the sub—though on this occasion the acting—agent for the Delawares, will, I doubt not, be entirely satisfactory.

"It is worthy of notice that in going from the Shawnee agency to Cantonment Leavenworth, we necessarily crossed over the eastern end of the entire tract assigned to the Delawares. In passing thence to the Kansas agency we necessarily recrossed these lands diagonally. When we reached the place of our beginning on the Kansas line, we had travelled over their country the whole distance, from east to west, and in doing this we had varied our course so as twice to cross their land from north to south. Captain Quick was then conducted along their eastern [western line] to its northern extremity, and shown the commencement of each line of their outlet. Thence he proceeded along their northern boundary to Cantonment Leavenworth. By these means, and by his occasional hunting excursions, he obtained an extensive view of their country, and a thorough knowledge of its locality and character." And furthur on in the report Mr. McCoy says: "In the treaty with the Delawares of September 24, 1829, no provision was made for a military reserve at Cantonment Leavenworth. It has been thought desirable that a tract of six miles on the Missouri river, and four miles back, should be secured for this object. *Accordingly, the survey about the garrison has been made with a view to such a reservation, as will* be seen by a reference to the plate. In this arrangement the

Delaware chief—to whom the whole was fully explained on the ground—has cordially acquiesced."

I have been thus particular on this subject, because in the investigation of it I have come to the conclusion that all that portion of what is known as the military reserve at Fort Leavenworth, lying south of a direct line drawn from Cantonment [Fort] Leavenworth, to a point ten miles north of the northeast corner of the old Kansas line, belongs to the Delaware Indians; and that Mr. McCoy was not authorized by his instructions—the treaty and the resolution of the Senate—to set apart or appropriate any portion of it to military purposes, and that all that he did do, therefore, in the way of running the lines marked on map thus: "S. 8° W., 4 miles;" and thus: "N. 3° west 3 miles," are void and of no effect.

The report of the surveyor—who was at the time an officer of the government—is conclusive. I think that no specific appropriation of land for a military reserve had ever been made at Camp or Cantonment Leavenworth at the date of the supplemental treaty. If a reserve had been set apart, the records of the War Department ought to demonstrate the fact. And even if an appropriation had been made by metes and bounds before that time, it was competent for the treaty-making power to dispose of the land, or any part thereof, to the Delaware Indians. The treaty describes the boundaries thus: "Up the Kansas river to the Kansas line, and up the Missouri river to Camp Leavenworth, and thence by a line drawn westwardly, leaving a space ten miles wide north of the Kansas boundary line for an outlet." "To Camp Leavenworth," and not to the southeast corner of a military reserve at Fort Leavenworth. And again: thence by a line (and not by a succession of zigzag lines) drawn westwardly. Whence? From Camp Leavenworth, and not from the southeast corner of a military reserve at Camp Leavenworth. The surveyor states that no provision had been made for a reserve by the treaty; but, it being desirable, he made the surveys about the garrison with a view to a reservation to extend six miles on the Missouri river, and four miles back.

I repeat, the surveyor was not authorized to set off a reservation of land; and, although the Delaware Indians may have assented to the use and occupation of a portion of the land of his tribe by the military department, he had no authority, by the terms of the resolution under which his appointment arose, or from his nation, as far as we know, to make such a grant. It does not appear that any consideration passed, and all that can be claimed from the act of the Indian, in my opinion, is, that he was willing to accommodate his father with the occupancy of a piece of the land for the use of his soldiers.

But there is in this office the original draught of a paper alluded to in the instructions to the surveyor as sketch No. 1, a copy of which I also send you. It was drawn by the then Secretary of War, Hon. John H. Eaton. It shows conclusively the views of the War Department at the time, and proves that there was then no military reservation at Camp Leavenworth; and shows that the head of the War Department instructed the surveyor to make (as the treaty required) a direct line from Cantonment or Camp Leavenworth to the "point ten miles above, north of the northeast corner of the Kanzas reservation." I use his langnage.)

The very limited information in the possession of the government at that day did not enable the Secretary of War to understand the relative courses of the Missouri and Kansas rivers, or the relative position of the camp and the Kansas corner; but the line is there—a *direct* line, and not one of zigzag form—and any other lines made by the surveyor were in violation of his instructions.

It is admitted that the United States has been in the occupancy of the land a sufficient period of time to acquire title by possession, but it is not for a moment to be supposed that a great government would avail itself of such a defence

in such a case. And I submit that it could not do so successfully, the case being similar to that of a guardian occupying the lands of the ward.

The treaty of May 6, 1854, between the United States and the said Delaware Indians, does not regard these acts of Mr. McCoy, or the possession of the land by the military department, as vesting any title in it to the United States; but, on the contrary thereof, the Delawares in the first article cede the precise country described in the supplementary article to the treaty of October 3, 1818, to the United States; and in the second article the United States agree to have the said ceded country (except the outlet) surveyed as soon as it can be conveniently done, and thereafter offered for sale, &c.; and in the third article it is agreed that the United States will pay the Indians the proceeds of the sales of the country provided to be surveyed by the second article.

In behalf of the Delaware Indians, therefore, I claim that all the land lying south of a direct line drawn from Fort Leavenworth (see Cantonment Leavenworth on the map) to a point ten miles north of the northeast corner of the old Kansas reservation, and which has been heretofore for many years in the possession and occupancy of the military department and called their reserve, and over which that department has exercised jurisdiction, and on which they have made improvements, belongs to the Delaware tract, and is a part of the same which has been ceded by the Indians to the United States for their benefit.

I submit this view of the case to the consideration of the honorable Secretary of the Interior and honorable Secretary of War, and have to ask, if any doubts be entertained, that the opinion of the Attorney General be taken in the case.

If I be sustained in the view I have taken, I would then, as the guardian of the interests of the Delaware Indians, respectfully request that the War Department yield the possession of the land designated, and that it be immediately surveyed and put into market at public sale, as the treaty provides. The land is now considered exceedingly valuable, and if put into market early, it could, in my opinion, be sold for more money than it would likely bring in years to come, if a sale be long deferred; and I am the more induced to make the request, because, in my opinion, there is now no further necessity, as far as the Indian service is concerned, for the continuance of a military post at that point—the new post up the Kansas, if well sustained, being ample for the preservation of peace among the tribes in that quarter. Besides, it is due to the truth to say, that recently, in my opinion, the influence of the fort has been used to encourage lawless conduct; and the point to which the adjacent tribes once looked for protection now encourages, and some of its officers participate in, acts of the most unjust character towards the Indians—acts which, if submitted to by the government, or if the government remain passive much longer, must despoil the Delaware Indians of the rights and interests to which they are entitled by the treaty of May 6, 1854.

As I heretofore informed you, the Secretary of War has misunderstood the points made in my unofficial letter to you from Fort Leavenworth. I did not intend to say that the new town site was on the land intended to be excluded by the contraction of the old reserve. The site alluded to by me is between the mouth of Three-mile creek and the southern line of the reserve. I have caused it to be marked down on a copy of the "map of the reduced reserve," alluded to in the letter of the Secretary of War, and have to express my regret that it was not placed on the original of the same, as that and the plat of the new city were both in the quartermaster's office at Leavenworth when I was there, the same surveyor having surveyed and platted the town, and was then at work just completing the map of a reduced reserve also.

On this copy of the map of the reduced reserve, I have also caused the westerly line designated in the treaty to be extended from Salt creek to the Missouri river, in red, so that at a glance it may be seen what portion of the

improvements fall to the Delaware Indians, if the claim before made be sustained; and have the honor to transmit said copy herewith also.

Very respectfully, your obedient servant,

GEO. W. MANYPENNY,
Commissioner.

Hon. R. McCLELLAND,
Secretary of the Interior.

DEPARTMENT OF WAR,
Office of Indian Affairs, June 30, 1830.

DEAR SIR: The conditional ratification of a supplementary treaty with the Delaware Indians, by the United States Senate, requires that certain surveys shall be made. The conditions are stated in the accompanying copy of a resolution of the Senate, and the lines to be run are defined in the first paragraph of the treaty aforesaid, and illustrated by a sketch which accompanies this, No. 1.

The Secretary of War, by the authority of the President of the United States, refers the execution of this trust to you. No detailed instructions are necessary, since these are ample in the treaty and the resolution of the Senate which accompanies it. You will be governed by them, and in every particular. To aid you with a better view of the country contiguous to that which is to be surveyed and marked by you, I enclose a copy (No. 2) of Mr. Langham's survey of the Kansas reservation.

I am directed by the Secretary of War to say that your compensation will be at the rate of five dollars a day for the time that you may be actually engaged in the execution of this trust; that you will be aided by an assistant surveyor, to be chosen by yourself, whose compensation will be at the rate of three dollars a day whilst actually engaged, and by a corporal's guard, which will be detailed to report to you from Cantonment Leavenworth. This guard will perform the duties of axe-men, &c., and marking of the lines, and in aiding in the transportation of your supplies from place to place.

You will obtain of the Delawares a designation of their agent, for which the resolution of the Senate provides, whose support will be allowed him, or a daily compensation equivalent to it.

You will be careful in all things to conform to the provisions of the resolutions of the Senate in obtaining the certificate of the agent who may be appointed by the Delawares, and in transmitting the map of the surveys, &c., to the President of the United States for his approval and signature, &c. You will be particular in making up your accounts; and these will embrace your own pay, at the rates mentioned, and your assistant's, and the number of days the guard may be with you, as to each man an extra allowance over the pay of the army will be made at the rate of fifteen cents a day. The voucher will be your own certificate that the whole is correct as stated.

You will engage in fulfilling this trust with as little delay as possible.

I have, &c., &c.,

THO'S L. McKENNEY.

Reverend ISAAC McCOY.

You are at liberty to engage as assistants trusty persons to act as chain-carriers, packers, &c., &c., the whole number not to exceed five or six, and their entire compensation not to exceed in all one hundred dollars a month. Far as practicable, you will furnish a description of the country through which you pass, its soil, productions, animal, vegetable, and mineral, and general face of it; also a description of the inhabitants as to general size, civilization, habits, &c.

JOHN H. EATON.

WAR DEPARTMENT,
Washington, January 27, 1855.

SIR: An examination, which I have just found opportunity to make, into the claim presented by the Commissioner of Indian Affairs in his communication of the 9th November, enclosed in yours of the 14th, has satisfied me that the Delaware Indians have no right whatever to any portion of the military reservation at Fort Leavenworth.

"Cantonment Leavenworth" was a military post some years before the Delawares had, by treaty, a home assigned to them in the adjacent country; and it does not appear from the terms of the treaty, or from the instructions given at the time by the Secretary of War, to have been the intention of the government to remove that military establishment to make way for the Indians, or to curtail it or dispossess it of such contiguous lands as had been used or were necessary for the military purposes of the garrison. Now, the "camp or cantonment," as its designation imports, was not an enclosed military work, but a collection of temporary buildings for troops, disposed without absolute regularity, and with such considerable intervals that some of them pertaining to the quartermaster's and subsistence departments are understood to have been at least two miles from the flag-staff. If the Delaware line had been run, therefore, in the way you claim, it would not only have cut off the most important and essential portion of the land pertaining to the post, but many of its buildings also, which would have been an advance of the Indian boundary not "to," (as the treaty required,) but *through*, Cantonment Leavenworth.

It is evident the government did not then contemplate, under the treaty, such a result or such a boundary as is now advocated by the Commissioner of Indian Affairs, and it appears the Delawares did not, as they seem then to have acquiesced in the survey made by McCoy of the reservation, and to have continued to do so for nearly twenty-five years.

If the Commissioner be correct, however, in the position that McCoy transcended his authority, and that his survey, therefore, in 1830 was illegal and void, this conclusion will not at all aid the claim of the Delawares to any portion of the military reservation.

On the contrary, it would, in that case, have more extended limits, and the boundary of the Delaware lands would, under the rule established by the decisions of the Supreme Court, be removed to a distance of three miles in all directions from the flag-staff, this being considered the point from which distances affecting the limits of the military post would be measured.—(See opinion of Attorney General Butler, May 6, 1836, Ex. Doc. vol. 7, part 1, page 1037–'38, and case quoted by him.)

With regard to the opinion advanced by the Commissioner as to the expediency of abandoning Fort Leavenworth as no longer necessary for the Indian service in that quarter, I will merely observe that the post is maintained for other and more important purposes, of which he is not deemed the proper judge.

His remark that "the influence of the fort has been used to encourage lawless conduct" may be met by the reply that his previous allegations of official misconduct on the part of the officers there have not, so far as I have been informed, been sustained by any proofs, while they have been indignantly denied and repelled by the parties accused.

Very respectfully, your obedient servant,

JEFF'N DAVIS,
Secretary of War.

Hon. R. MCCLELLAND,
Secretary of the Interior.

WAR DEPARTMENT, *November* 21, 1854.

SIR: I transmit herewith, for your perusal and consideration, the answers of Majors Maclin and Ogden, and Captain Hunt, to the charges of the Commissioner of Indian Affairs, that they were concerned in trespasses on the lands of the Delaware Indians.

Very respectfully, your obedient servant,

JEFFERSON DAVIS,
Secretary of War.

The PRESIDENT.

DEPARTMENT OF THE INTERIOR,
Washington, December 26, 1854.

SIR: I am informed by the Commissioner of Indian Affairs, in a letter dated the 23d instant, that he has learned that the complaints or charges made by him against certain officers in the army, stationed at Fort Leavenworth, have been denied, and that he desires copies of the denials, &c.; and, in his behalf, I have the honor to request copies of the reports the War Department has received in relation to this subject, so far as it may be done consistently.

I am, sir, very respectfully, your obedient servant,

R. McCLELLAND,
Secretary.

Hon. JEFFERSON DAVIS, *Secretary of War.*

WAR DEPARTMENT,
Washington, December 27, 1854.

SIR: I have the honor to acknowledge your letter of yesterday, asking for copies of the reports received at this department in relation to the accusations made by the Commissioner of Indian Affairs against officers of the army stationed at Fort Leavenworth, Missouri, and to reply that the answers of those officers to the allegations of the Commissioner of Indian Affairs were some time since submitted to the President, and it was my purpose, as soon as they were returned to me, to furnish you copies of them. They have not yet been received. As soon as they have been, your request will be promptly complied with.

I am, sir, very respectfully, your obedient servant,

JEFFERSON DAVIS,
Secretary of War.

Hon. R. McCLELLAND,
Secretary of the Interior.

WAR DEPARTMENT,
Washington, January 15, 1855.

SIR: Referring to my letter of the 14th October last, in answer to yours of the 11th of same month, communicating extracts from a report of the Commissioner of India Affairs respecting pre-emption claims made by certain officers of the army on the lands of the Delaware Indians, near Fort Leavenworth, you will find that orders had been given to obtain from the commanding officer at Fort Leavenworth a report of the facts of the case. I enclose a copy of the letter of the adjutant general to him to that effect.

On the 20th November a communication was received from Major M. S. Howe, second dragoons, commanding Fort Leavenworth, transmitting the replies of

Paymaster S. Maclin, Brevet Major E. A. Ogden, and Captain F. E. Hunt, fourth artillery, to the charges of the Commissioner.

These replies were at once submitted to the President, as you were informed in my letter of the 27th December, in answer to yours of the 26th, asking, in behalf of the Commissioner, for copies of them.

They have only this morning been returned by the President, and I herewith transmit copies of them.

Very respectfully, your obedient servant,

JEFFERSON DAVIS,
Secretary of War.

Hon. R. McCLELLAND,
Secretary of the Interior.

ADJUTANT GENERAL'S OFFICE,
Washington, October 16, 1854.

SIR: I enclose a communication from the Secretary of the Interior of the 11th instant, in relation to trespasses on the lands of the Delaware Indians in the neighborhood of Fort Leavenworth; to the conduct of Major Maclin, paymaster, and Brevet Major Ogden, assistant quartermaster, in connexion with these trespasses; the employment of soldiers; the use of public property, (tents,) &c.; and to the removal of intruders from the Indian lands.

The Secretary of War directs that you report to this office the facts of this case as early as practicable.

Very respectfully, your obedient servant,

S. COOPER,
Adjutant General.

Captain F. E. HUNT, *Fourth Artillery,*
Commanding Fort Leavenworth, Kansas Territory.

FORT LEAVENWORTH, *November* 4, 1854.

COLONEL: Your letter of date 10th October, addressed to Captain F. E. Hunt, 4th artillery, commanding officer at this post, with its enclosed, a copy of a letter from the Hon. R. McClelland, Secretary of the Interior, to the Hon. Jefferson Davis, Secretary of War, of date October 11, 1854, was handed me on the 31st ultimo. As I have been but a short time at the post, I know nothing in relation to the accusation of the Commissioner of Indian Affairs, except that on the day of sale mentioned by the Commissioner I saw that one house, two huts, one saw-mill, and some tents, had been erected on the site of what was called "Leavenworth," some two or three miles below the garrison, on the same bank of the river. I have since that time traversed the new boundary line (of that portion of the military reserve on the west side of the river) as pointed out to me by Captain Hunt, who also pointed out the corners of the old reserve (on same side of the river.) I found on the old reserve, and outside the new line, several evidences of settlements, some of which I saw on the 2d of July last. I did not suppose that it was intended the commanding officer should take testimony in the case; therefore, I thought justice required that I should give the accused parties the opportunity to meet the accusation in its present form, in the same manner it was alleged, viz: by a written communication. I therefore directed the post adjutant to furnish Major Maclin, Brevet Major Ogden, and Captain Hunt, each, with a copy of your letter; also a copy of the copy from the Hon. Secretary of the Interior to the Hon. Secretary of War, and directed

those gentlemen to furnish me, as soon as practicable, with all the facts in the case within their knowledge.

I have now the honor to enclose their communications, marked A, B, and C.

I am, sir, very respectfully, your obedient servant,

M. S. HOWE,
Major 2d Dragoons, Commanding Post.

Colonel SAMUEL COOPER,
Adjutant General United States Army, Washington, D. C.

FORT LEAVENWORTH, K. T., *October* 31, 1854.

SIR: Your communication of to-day, enclosing a communication from the adjutant general of the army, of the date of the 16th of October, enclosing a communication from Hon. R. McClelland, Secretary of the Interior, to Hon. Jefferson Davis, Secretary of War, which communication is principally a copy of a letter from Colonel Manypenny, Commissioner of Indian Affairs, dated at Fort Leavenworth September 26, has been received, and, in obedience to the order of the commanding officer, I reply to it; restricting myself to certain parts, which attack particularly my official capacity as commanding officer of this post, leaving to Majors Macklin and Ogden the duty of replying to the attacks made on them, which, I have no doubt, they will do to the perfect satisfaction of the Secretary of War. Colonel Manypenny states, in writing of the acts of Majors Macklin and Ogden, in connexion with the town tract of 320 acres, that "the soldiers were employed to help build their pre-emption shanties, cut the brush, &c." This charge I pronounce unequivocally false and without foundation, for I was in command at the time, was responsible for the men, and know they were not so employed.

As the commanding officer of this post at that time, I was the only person who could use the military to drive off any one from their claims, and I know I never drove any one off or threatened them with the military. As regards the "urgent request that steps be taken by the War Department with a view" "to remove all the people from this town site," (Leavenworth,) and that "all the principal evidences of claims on the Delaware land near the reserve be demolished," and says that "Captain Hunt can do it without difficulty," and that "it will cure everything," I have only to say that I presume some three thousand persons have made claims upon the Delaware lands. Whether they are protected by law or not, I, of course, am not the person to decide; but if ordered by proper authority to undertake to remove them, I certainly should use my best endeavors to do so, although I, for one, believe that blood would flow in the attempt, and that freely, notwithstanding the opinion of the Commissioner of Indian Affairs that "it can be done without the sacrifice of life or limb." As regards the limits of the military reserve, I am not aware that the Commissioner of Indian Affairs has any supervision over it, and, in my opinion, no man who is himself pure would make the charge Mr. Manypenny has made against me, that "this reduction leaves a strip of land between the Indian land and the diminished reserve, and this even before the survey had placed upon it the necessary monuments according to squatter law, to enable the military men here and their friends to have each a pre-emption claim of land worth from $10 to $30 per acre," "valued, under the excitement of the times, at $50 per acre," unless he had evidence convincing and beyond doubt. I pronounce this charge false, and dare any man to the proof.

The commanding officer and Secretary of War have the information necessary for understanding the survey of the reserve. The locations were made long before any person at this post knew where the bounds of the reserve were, and on the

strip which I supposed, from the best information I could get, was entirely without the reserve. There are twenty-two of these locations, many of them made before I came in command; and instead of being my friends, I only knew three by sight prior to their making their locations. I have made no location myself, neither have I any lot or part with any one that has, either directly or indirectly.

With respect to the statement that "neither the commandant of the post nor Major Ogden or Maclin are here at present"—that is, when the Commissioner of Indian Affairs passed—if it is intended merely as stating a fact, it is true; but if intended to cast censure, as would appear from the tone of the letter—to imply that we were neglecting our duty, this charge also is false. Major Ogden was absent on duty at Fort Riley, Major Macklin on thirty days' leave granted by General Clarke, and I on seven days' leave on a visit in the Indian country, to Fort Riley, which visit the regulations of the army require me to make, in order that I may become acquainted with the country about my post; and as I have only had twenty-seven days' leave, including this one, since 1846, (my service since that time having been in Mexico, Texas, and this Indian country,) I think you will perceive my duty has not been neglected.

I am, sir, very respectfully, your obedient servant,

F. E. HUNT, *Captain 4th Artillery.*

Lieutenant E. McK. HUDSON,
Post Adjutant, Fort Leavenworth.

FORT LEAVENWORTH, K. T., *November* 1, 1854.

SIR: I had the honor last night of receiving, through the post adjutant, your note, enclosing the letter of the Secretary of the Interior to the Secretary of War, directing me to give you all the information in my power relating to the matters referred to.

Colonel Manypenny, Commissioner of Indian Affairs, charges—first, That I was one of the "prime movers in projecting the new town site of Leavenworth, some two and a half miles below the fort, and in the Delaware tract, and have enlisted with me thirty other persons."

The above is a misrepresentation. Some thirty persons residing in this Territory and in the State of Missouri associated themselves together for the purpose of making a town. Two of the company previously located, under the squatter regulations, one hundred and sixty acres each, lying on the Missouri river, upon which they placed the town of Leavenworth. I was not aware such a project was on hand; some time after this, however, I was notified that I had been voted in as one of the association at one of their previous meetings, and requested to attend their next. This was without my solicitation or knowledge; the charge, consequently, that *I was one of the "prime movers" has no foundation* in fact. I ask, therefore, that the charge, under the above statement of facts, be assigned such a disreputable position as all just-minded persons will say it is entitled to.

Second charge of the Commissioner: That I have been "engaging settlers to make claims adjacent to the military reserve, and for miles distant on the Delaware lands, hoping thus to make force to aid me."

I have not at any time induced individuals to settle on the Delaware lands; the settlers are, with a few exceptions, strangers to me, and I did not care where they settled—whether on the Delaware lands or not. I declare, therefore, that I have not engaged settlers to make claims on the Delaware lands.

What position shall be assigned the above charge? It cannot be insisted on that it should have a more honorable position than its predecessor; they have the same origin, the same object, and are entitled to equal credit.

Third charge of the Commissioner: That in order to induce persons to purchase lots I had circulated the story that "the government had made a special grant of 230 acres for the town, and that, therefore, there could be no difficulty about titles."

It was believed that the general law of 1844, in relation to town sites, would apply to this as well as to other Territories; but that a special law had been passed for the benefit of the town of Leavenworth. No one ever entertained any such idea. I never heard of it before seeing it in Manypenny's letter to the Secretary of the Interior. That I had circulated the story for the purpose of inducing persons to purchase lots is destitute of truth, and by making the charge the Commissioner has forfeited the character for veracity he may have previously sustained.

Fourth charge of the Commissioner: That "soldiers were employed to help build my pre-emption shanties, cut the brush, &c., &c., and government tents used at the time."

I am at a loss how to characterize this charge. I have not now, nor ever had a pre-emption shanty in either of the Territories of Kansas or Nebraska. I have never used, in this or any other part of the United States, soldiers for private purposes; I have no power to use the troops for the purpose charged. But as this is more properly a charge against the commander of the post, (Captain Hunt,) and who is fully able to protect his own honor, I deem it unnecessary to examine the charge further; only to add, that if the Commissioner had been as studious in learning the workings of the military system of his country as he seems to have been in framing groundless charges, he might, perhaps, have been of some service to his government.

Fifth charge of the Commissioner: That "all the employés of any influence in the quartermaster and pay departments are interested in the matter."

I beg to state a fact the Commissioner seems ignorant of: that there is only one employé in the pay department in this district, (my clerk,) who has not now, never had, and never sought to have one particle of interest in either of the Territories of Kansas or Nebraska. Allow me to ask, sir, what ought to be done with charges of this character, and with the individual who dare make them against a person he never saw, and does not know? He has violated a great moral principle every person ought to hold sacred.

To cap the arrogance of the Commissioner, he recommends not only that I be cashiered and dismissed the service, but that Major E. A. Ogden be cashiered and dismissed the service, who doubtless has rendered more efficient and valuable service to his country every year, for the last twenty, than the Commissioner has during the whole course of his existence.

In conclusion, I will remark that my happiness does not depend upon the success or failure of the town of Leavenworth; but the idea of turning out of house and home, in the midst of cold weather, without any other arrangements for their protection and comfort, several thousand families, is shocking to humanity, inconsistent with the action of the government for many years, and I do not entertain the thought that the Secretary of War will yield to any such recommendation.

I hope, sir, you will urge the Secretary of War to require Commissioner Manypenny to make his charges good against me, or give up a position he has shown himself unworthy to hold.

I have the honor to be, sir, your obedient servant,

SACKFIELD MACLIN,
Paymaster United States Army.

Major M. S. Howe, U. S. A.,
Commanding Fort Leavenworth, Kansas Territory.

ASSISTANT QUARTERMASTER'S OFFICE,
Fort Leavenworth, November 3, 1854.

SIR: The Commissioner of Indian Affairs, on occasion of his last visit, prepared for his duties in the Delaware country by a protracted and close communion with those religious and official friends, south of the Kansas, whose aid, last winter, in manufacturing treaties resulted in so much mutual benefit.

Under the potential influence of these gentlemen, who are so bitterly opposed to any arrangement that will defeat speculation in Delaware lands, the Commissioner visited the Indians only to repeat the exhortations of his agent to them against a change of treaty; and came to this post breathing threatenings and slaughter against the settlers, denouncing even the officers who sympathized with them in their trouble as "guilty of conduct for which they ought to be cashiered."

During his brief stay here he spent much of his time, as I understand, with persons whose animosities or whose interests rendered them likely to give the most perverted representations respecting the parties concerned in the town of Leavenworth. Under such influences, and with such "reliable information," the Commissioner wrote the scandalous libel upon Major Maclin, Captain Hunt, and myself, for a copy of which, through the commanding officer, we are indebted not to the manly courtesy of the Commissioner, but to the justice of the Secretary of War.

The malice of one or two personal enemies, with an activity truly wonderful, has, for a year or two past, given me ample experience in being traduced; but this communication of Mr. Manypenny's excels them all in outrage, and deserves for a reply nothing but the shortest and most opprobrious of epithets. And the writer who thus pens, in secret, base calumnies against officers long tried and trusted in the public service, has, more than any other official, complained in the public prints of being slandered; and certainly, so far as popular impressions go, has, more than any other, pressing occasion to crave a charitable judgment.

Mr. Manypenny's charges may be summed up thus:

That Major Maclin and I were "the prime movers in projecting the town of Leavenworth, upon Delaware lands, having enlisted with us thirty others;" that we have "urged settlers to make claims for miles distant, hoping to make force to aid us;" that we are the "principal instigators in the lawless course of the settlers;" that "soldiers were employed to build our pre-emption shanties, cut brush, &c.;" that, to "induce the purchase of lots in the town of Leavenworth, we had given out that the government had made a grant of the site," &c.

And the Commissioner, animated by a special hostility against the *opposition town*, earnestly asks that it may be demolished; "which," he adds, with singular frankness, "*would cure everything*." Sealed bids, on which the Commissioner has hitherto so much relied, he begins to fear will not be a sufficient remedy for the difficulties in the way of land speculations, and so houses must be demolished, and hundreds of families be turned out of doors at the approach of winter, and the coveted domain be kept, by bayonets, two years tenantless, until auction sales shall effectually "cure everything."

It is from no respect to the Commissioner that I force myself to notice his charges in detail. They are so utterly destitute of the smallest admixture of truth that I can do little less than meet them with a flat and unwaived contradiction.

I say, then, first, that Major Maclin and I were not the projectors of the town of Leavenworth, and had nothing to do with originating the association for that purpose. We have not urged persons to settle on the ceded Delaware lands, and had no reason for doing so. The town of Leavenworth, in which, in common with two hundred others, we now own a small and subordinate interest,

was started, and fifteen hundred claims made on the ceded lands, two months before the Delaware treaty was published here, and three months before the appearance of the Attorney General's opinion upon the pre-emption law of the 22d July.

Second. I can say for myself, (and it is unnecessary for me to include Major Maclin,) that I have never been, here or elsewhere, an "instigator of lawless proceedings." The settlers on the ceded Delaware lands—numerous as they are, and indignant at the extraordinary and unexpected terms of the treaty—are naturally inclined to think of some united effort for securing themselves from ruin. They will bear me witness that I have earnestly advised against all combinations for resistance, and the avoidance of all lawless proceedings. I have heartily sympathized with them, I admit, for I know most of them as respectable citizens, who mind their own business and do not slander their neighbors; who made their claims in good faith, confidently expecting the usual benefits of the pre-emption law; and, having embarked their all in their new establishment, would be utterly ruined if the measure the Commissioner proposed *could be executed.*

Third. Neither I nor any other person connected with the town of Leavenworth ever employed their soldiers to build pre-emption houses, cut brush, &c. For the preparation of the town site citizens were hired at high wages, and provisions, tools, and tents purchased at an aggregate expense, as I understand, of three thousand dollars.

Fourth. It is equally untrue that Major Maclin or I ever sought to induce the purchase of lots, at a public sale in Leavenworth, by the deceptive statement that a grant had been made of the site from the government.

Since, then, the charges of this guardian of the "poor Indian" seem to be so utterly baseless, it is natural to ask what *could* have led him into a position where three responsible men point the finger at him as a *wilful* calumniator! Was it "his sympathy for the poor Delaware?"

Sir, in my opinion, "the poor Delawares," for whom all this virtuous indignation is assumed, are a combination of insatiable speculators and land-sharks, who are just now very much afraid of losing their prey, and my undisguised sentiments on that subject have, I presume, given me the honor of such a malignant notice from the Commissioner.

Hoping the gentleman will now turn from the army to his own department, where he can have ample employment in regulating abuses, I submit my acknowledgments of his attentions to me for the inspection of the proper authority, and remain, very respectfully, your obedient servant,

E. A. OGDEN,
Assistant Quartermaster.

Lieutenant E. McK. HUDSON,
Fourth Regiment Artillery, and Adjutant, Fort Leavenworth.

WAR DEPARTMENT,
Washington, January 18, 1855.

SIR: I have carefully considered the papers which you referred to me respecting the entry of certain persons with a view to settlement upon the lands recently ceded by the Delaware Indians. They consist of reports from the Department of the Interior, enclosing communications from the Indian Office, in which the entry of these settlers upon these lands is complained of as a trespass in violation of the treaties with the Indians, and a petition from some of the settlers in vindication of their conduct, and praying that, if the course they have pursued, preparatory to purchasing and settling upon these lands, be not

lawful, a new treaty be made with the Indians which will open the lands to settlement.

This subject has been heretofore brought before this department, on the suggestion of the Commissioner of Indian Affairs, that military force might be needed to remove the settlers, as provided by the act of March 3, 1807, which is in the 16th article of the treaty extended to the lands thereby ceded, as far as its provisions are applicable.

On referring to the provisions applicable to the case, they seem simply to declare forfeited all claim, title or interest, which persons occupying, or marking out, or making settlements upon any portions of such lands, may have in such lands, and to empower the President to direct their removal therefrom by the marshal, aided, if necessary, by the military force.

The act does not forbid the entry of persons upon the public lands or attach any penalty thereto beyond the forfeiture to any title they may have to said lands; nor does it render it obligatory on the President to order the removal of such persons; the propriety of so doing is left to his discretion, and, in fact, the whole purpose of the provisions respecting the removal of settlers is to confer upon the President the power to clear the public lands of every class of occupants except those holding under titles granted or conferred by the United States.

There is in the act no provision which would oblige the President at once to exercise such power, and clear the public lands of settlers. The power is discretionary, and a consideration of the purpose for which it was granted is necessary to determine the cases in which it should be exercised. That purpose I judge, from the terms of the act, the circumstances of the country at the time of its passage, and the action under it, to have been principally, if not exclusively, to protect the public lands from a class of settlers who, claiming by title vested prior to the cession to the government, or by other adverse title, and having possession, would be in a position advantageously to contest the title of the government, and force a resort to actions of ejectment, attended with trials by juries drawn from the neighborhood, and with other circumstances, rendering the proceedings dilatory and uncertain in their results. Some remedy more speedy and certain than innumerable trials of this kind was obviously necessary to protect the rights of the United States, and it was furnished in the act of 1807; but I have no idea that it was ever intended to require, or even to authorize the indiscriminate removal of all settlers from the public lands—men whose very presence upon the land, and still more their labors, daily add to its value, and who, while interfering with no purpose of the government, acknowledge its title, and stand ready to purchase whenever it is ready to sell. Such settlers, so far from being the object of prosecution, have uniformly been favored by the government, and Congress has never failed to follow them with pre-emption laws, securing to them the narrow limits of their unauthorized settlements—not as a weak concession to men acting in defiance of law, but as a measure of justice to those who, concious of meditating no injury to the public property, and no violation of the spirit of the statutes, yet place themselves at the mercy of the government in expending their toil upon its domain.

Such I believe to be the application of the act of 1807 to all the unsurveyed public lands of the United States, and I am unable to perceive any legal distinction between a trespass upon these lands and the lands ceded by the Delawares, which would require the act of 1807 to be applied to the latter in a sense which it would not receive in regard to the former.

By the Delaware treaty their lands have been absolutely ceded to the United States, and are to be sold as other public lands are sold, but the net proceeds are to be held for the use of the Indians. "The legal title, domain, and jurisdiction, are in the United States;" and all the provisions of the public land system are expressly made applicable to them, with exception of the grant of

pre-emption rights, which the Attorney General has decided do not attach to settlements on their land. But this exception does not affect the question. If it was meritorious, or at least permissible, to trespass upon unsurveyed lands, and to improve them with the expectation of being enabled to purchase at a fixed price, why should it not be so to improve them with the chance of purchasing at auction prices? and this, I believe, constitutes the only difference between settling on lands to which pre-emption laws apply and those to which those laws do not apply.

I am clearly, therefore, of opinion that, so far as is shown by reports placed in my hands, the persons who have entered upon the Delaware lands have not thereby committed a violation of the treaty; and while the President undoubtedly has power to remove them, no sufficient reason has yet been shown for the exercise of the power. On the contrary, I am satisfied that, while the act in question fully protects the interest of the Indians, and secures from controversy the title of the lands, the settlement now making upon them will greatly enhance their value.

But the pecuniary interest of the Indians is not the sole consideration which should determine the action of the Executive in this case. It is a matter of notoriety, and as familiar to the Indians, probably, as to the whites, that the object of this government was "the speedy settlement of the country;" and that, in so many words, is one of the declared objects of the power vested in the United States by the said article of the treaty for the sale of their lands. The exploration of the country by intended settlers, the selection of lands, the marking out of their locations, and the commencement of improvements, all conduce to this object; and unless they threaten, in some way not yet stated, the interest of the Delawares, I see no reason for arresting their progress. Should it, however, be shown that these proceedings on the part of the settlers conflict with the interests of the Indians, I would recommend that the latter be provided for by a supplemental act, as contemplated in the fifteenth section of the treaty, or by a new treaty, rather than that the settlement of the country be arrested, the settlers who have gone thither be exposed to loss, amounting in most cases to ruin, and the military force brought into conflict with peaceful citizens, albeit they may be trespassers upon the public lands held for sale, but not offered, because not surveyed.

It may be proper to remark that the foregoing considerations do not apply to the lands ceded by the Ioways and the Weas and Kaskaskias, as in treaties with these tribes it is stipulated that no settlements shall be made upon their lands before survey. No special reason appears for this provision in the treaty with the Ioways, but it is necessary to the fulfilment of the treaty with the Kaskaskias and Weas, as they have the right to select lands for themselves after the survey; and no settlement can be permitted before their selection shall have been made.

Very respectfully, your obedient servant,

JEFF'N DAVIS,
Secretary of War.

The PRESIDENT *of the United States.*

DEPARTMENT OF THE INTERIOR,
Washington, January 30, 1855.

SIR: I transmit you herewith a copy of a communication from the Commissioner of Indian Affairs, dated the 20th instant, on the subject of your letter of

the 15th, addressed to this department, in relation to alleged trespasses on the lands of the Delaware Indians in the neighborhood of Fort Leavenworth.

I have the honor to be, very respectfully, your obedient servant,

R. McCLELLAND, *Secretary.*

Hon. JEFFERSON DAVIS,
Secretary of War.

DEPARTMENT OF THE INTERIOR,
Office of Indian Affairs, January 20, 1855.

SIR: I have the honor to acknowledge the receipt of the letter of the Secretary of War, addressed to you on the 15th, with its enclosures; all which were referred to me from your office on the 16th instant.

The letter of the Secretary of War covers a copy of an order from the adjutant general of the army, dated Washington, October 16, 1854, addressed to "Captain F. E. Hunt, fourth artillery, commanding Fort Leavenworth, Kansas Territory," the report of Major M. S. Howe, dated November 4, 1854, on whom the duty assigned by the adjutant general to Captain Hunt devolved, with copies of communications from Captain Hunt and Majors Maclin and Ogden, dated, respectively, the 31st October, 1st and 3d November, 1854.

The duty which the adjutant general devolved on the commanding officer at the post, in compliance with the order of the Secretary of War, was to report all the facts "in relation to trespassers on the lands of the Delaware Indians, in the neighborhood of Fort Leavenworth, to the conduct of Major Maclin, paymaster, and Brevet Major Ogden, assistant quartermaster, in connexion with these trespasses, the employment of soldiers, the use of public property, (tents,) &c., &c., and to the removal of intruders from the Indian lands." The adjutant general accompanies his order with a copy of a communication from the Secretary of the Interior to the Secretary of War, of the date of October 11, 1854, to the contents of which he does not specifically allude; but which, it is understood, contains extracts of a letter from me to the Secretary of the Interior, dated at Fort Leavenworth, on the 26th September, 1854, having express reference to the subject-matter of the trespasses on the Delaware lands, and the participation of Majors Maclin and Ogden in those lawless proceedings.

Since the receipt at Washington of the "replies" of Captain Hunt and Majors Maclin and Ogden, the superintendent of Indian affairs at St. Louis had occasion to visit Kansas Territory and Fort Leavenworth; and, had they been in my possession, notwithstanding their insufficiency as a full report of all the facts in the case, I would have availed myself of the occasion of his visit there to ascertain whether any of the charges made by me in my letter of the 26th September last were unfounded; and if so it would have been my pleasure, as well as duty, to make the proper correction. But from the character of these "replies," and their evasion of known facts, I shall want other testimony before I am prepared to change or vary any statement made by me, even though based on "reports."

I do not perceive that the parties to whom this investigation and report were intrusted have attempted, in the least particular, to carry out the order addressed to them.

The Secretary of War, in his letter to you of the 14th of October last, recognized the obligation and duty resting on his department in the premises, and he will doubtless, in the end, see that these are fully met, when it will be shown whether I was justified in addressing you fully as I did on the occasion referred to or not.

I gave the "reports" of the country, and said I had the best reasons to believe them

On the morning of the day that I wrote that letter I saw in the back room of the quartermaster's office, at the fort, the unfinished map or plat of the town of Leavenworth in the hands of the surveyor, John C. McCoy, esq., who had finished the survey of the town lots, and was completing the map or plat of the same, to have it ready for the sale of the 9th and 10th of October. He also had upon the same table, in the same room, the map or plat of the reduction of the military reserve, made by him "in conformity with the instructions of the Secretary of War," which last-named map or plat is now, I presume, in the War Office. This plat of the survey of the reduced military reserve was made "under the direction of Captain F. E. Hunt, 4th artillery;" and, while under his "direction," the town of Weston, on the opposite side of the river, in Missouri, and the adjacent islands in the river, were placed on the plat, the new town of Leavenworth, laid out adjoining the reserve, and on the Delaware land, was, I cannot doubt, intentionally omitted. On the same morning I observed on the door of the large stone warehouse at the fort a printed handbill, signed by Major Maclin, Amos Rees, and Lorenzo D. Bird, "trustees," headed "*Town of Leavenworth.—Great sale of lots.*" The advertisement said, "There will be a great sale of lots at this new and promising town, adjoining Fort Leavenworth, on Monday, the 9th day of October, 1854." It spoke in glowing terms of the surrounding country, of the prospects of this city in embryo, and promised the greatest liberality in the sales to those who first try their fortune in "the great city of the west." And purchasers were assured that the "proceeds of sale, after paying all expenses incurred by the association, to be deposited in St. Louis until title is assured, through us or otherwise, to the purchaser, and in default of which the money to be refunded." This handbill was dated the 22d September, 1854. I also saw another advertisement signed by Major Maclin and his two colleagues, "trustees," informing the public that the sale would continue two days, and that the steamers Polar Star and Clara would be at the town landing for the purpose of accommodating persons attending the sale, and that the money derived from the sale would be deposited at St. Louis, with good security, until a perfect title was insured from the United States. I also saw the card of "F. Hawn," in a Weston, Missouri, paper of the 14th of September, headed "*Delaware squatters, beware of the military,*" in which he stated that on the Saturday previous Major Maclin had ordered him not to continue building on his claim on Three-mile creek, as his house would be torn down; that the major afterwards threatened to put one of his workmen in the guard-house; and that his house was afterwards torn down by this officer's orders, "in the presence of Major Ogden," &c. Copies of each of these papers are now in this office, and they, with what I observed in the quartermaster's office, and the statements made to me in the country, were, I think, of such a character as to warrant my statement, that I had the best reason to believe the truth of the "reports;" and in the discharge of my duty I could not have done less than to call your attention to the condition of things at Fort Leavenworth, as I did in my letter of the 26th of September.

I have not now, and shall not hereafter have, cause to regret that I warned the government, from the very headquarters of these lawless proceedings, of the acts of Major Maclin and Major Ogden, and of the absolute necessity for at once adopting efficient measures for executing the treaty stipulations and protecting the rights of the Delaware Indians.

I respectfully call your attention to the "replies" of these officers, who evince in them, in my judgment, little regard for duty and great facility in the use of epithets.

Captain Hunt admits that twenty-two claims were made on the land excluded from the military reserve, by his reduction of the same; but denies that his friends made any of them. I did not say that they did; and, indeed, I made no charges against this officer. Neither the Secretary of War nor the Adjutant

General thought so, as is very apparent from the letter of the latter to the commanding officer, requiring a report of the facts in the case. Indeed, when I returned to Washington, I stated, in a conversation with the Secretary of War, that Captain Hunt was not implicated, as far as I knew. The indignation manifested on his part was, therefore, gratuitous. But, if he knew there were twenty-two claims there, could he not state the names of the claimants, and then others could judge whether any of them were army officers or their friends. As Captain Hunt has volunteered to defend himself against charges I never made. I now state that I am led to believe that he has, from his own admissions now in the possession of this office, much of the responsibility of the unlawful attempts to settle the Delaware trust lands resting upon him.

On the 17th of July last, Messrs. Stringfellow, Miller, McHolland, and Gillespie, a committee appointed by a meeting of the citizens of Platte county, Missouri, and others, wrote a letter to Captain Hunt, accompanied by certain resolutions of the meeting, in which they expressly state that the general impression was, that no person would be permitted to occupy any portion of the Delaware lands, and asking information from him. The meeting seems to have been called because of certain "reports" that some of the army officers, employés, &c., about the fort, were engaged in getting up this town, the site of which the Missourians thought was on the military reserve. Captain Hunt, in reply, admits that a town "has been or is about being laid out, by persons in Weston and *two officers of the army stationed here*, near the mouth and north of Three-mile creek, which is off the reserve and on Delaware land. You will perceive from my instructions I cannot interfere." When the Missourians received Captain Hunt's reply, the same committee issued a card, headed "*Delaware lands open to settlement*," in which they say: "We have the pleasure of laying before the people the graytifying intelligence that the officer in command at Fort Leavenworth does not feel it to be his duty to prevent settlements upon the Delaware lands. And we feel *authorized to urge* the immediate occupation of all those lands, except the small strip on Kansas river intended for the permanent occupation of those Indians. * * * * We annex a correspondence with Captain Hunt, containing the orders of General Clark, and take pleasure in saying that he *will give all information on which every [person] may rely*." The instructions of General Clark do not prohibit Captain Hunt from interfering; and I submit to you that herein is a grave matter, and here is the beginning of this lawless conduct, and at this point it is due that the most thorough investigation should be had. That there were early designs on this country, looking to its unlawful occupation, there cannot be the least doubt; and I am unable to believe that Captain Hunt gave the proper construction to his orders when he stated that he should not interfere in such a case as that presented to him. Under the law organizing Kansas Territory, there was abundance of land for emigrants to occupy and settle on, without attempting to intrude on the Indian trust lands or reservations.

Captain Hunt states in his reply that he is not the proper person to decide whether the persons who have made claims on the Delaware lands are protected by law or not; and yet it seems, from the card of the Missouri committee, that he kindly undertook to give them such reliable information in the month of July as induced some three thousand persons to make claims there!

In relation to the reply of Major Maclin, I have only to say that the activity displayed by him in causing Hawn's house to be torn down, getting up handbills, chartering boats, &c., to promote the interests of the new town, are hardly consistent with his ignorance of the initiatory and unlawful proceedings connected with that speculation. If he had favored us with the date of the meeting at which he says he was "voted in" to the association, it might have been of some service in enabling others to judge of his true character and connexion therewith.

With regard to Major Ogden's reply, I have only to remark, that if ever an opportunity is presented, I believe I shall be able to make it appear that he was one of the original and prime movers in getting up this town, in pressing it forward, and in urging and encouraging settlements on the Delaware lands; and that from the position he has occupied, as a large disburser of public moneys among the people, his opinions and action have had a most pernicious influence.

He became the defender of the projected city from the assaults of the Missouri meeting before referred to, and closed a long communication for the press in this behalf thus: "If the persons interested in this scheme are violating any public or private right, they will deservedly lose the money they are freely investing in the enterprise. If proceeding, on the contrary, according to law and precedent, they improve their claims, secure their possessory right, and pursue, as I am very sure they will, a fair and liberal course in the disposition of their town property, all generous persons will heartily wish them success." In his published defence of the enterprise, he attempts to explain why this new town was permitted to have a start or beginning, on what the Missourians supposed to be the military reserve He states that they had no definite knowledge of the military limits; that their boundary was fixed by a kind of tradition, and that while it was an Indian country it was not material; but that since the organization of the Territory, "and especially since the Delawares, by a change in their policy, have invited settlements upon their ceded lands, (which will soon, probably, become subject to pre-emption,) the southern boundary of the military reserve has become an object of great interest. A Virginia gentleman, who commenced researches upon this subject some months since in Washington, succeeded in discovering the original plat and field-notes of the survey of the Delaware boundary, and aided by the Delawares, readily found the landmarks of the initial point, on the Missouri river, nearly a mile north of Three-mile creek. Marking out and recording a claim upon this discovery of his, according to the rules established by the settlers generally, his example was soon followed by others, who made claims in the vicinity, both north and south of the creek in question. As other squatters have done, they soon met for the purpose of adjusting their limits peaceably, and, in the absence of law and civil government, formed an association for mutual protection and the preservation of order."

Such is the manner in which this officer wrote and published on the 20th of July last, in "reply" to the arraignment of the Missouri meeting; and yet, in the face of all this, he has had the assurance to write one of the extraordinary "replies" which the Secretary of War transmitted to you. Such contradictory statements as these two "replies" present, in relation to the same subject, leave no room for surprise that the individual who is the author of both should enter into an unlawful enterprise to appropriate the property of others to his own use.

His statement in relation to the discovery by the Virginia gentleman of "the original plat and field-notes of the Delaware boundary," while it connects him with a very early knowledge of the enterprise, may be construed to involve the official integrity of myself and the gentlemen in the Indian office. If such paper was obtained here, it was a surreptitious act, and I desire to know the author of it.

I may add that this same officer (Major Ogden) attended a meeting of "squatters" at Leavenworth, on the 29th of September, was on the committee on resolutions, and was appointed chairman of a committee to prepare a memorial to the President of the United States, for a modification of the Delaware treaty; and on the day of the sale of the lots at Leavenworth, made a speech, and assured the people that if the title was then imperfect, it would eventually be made good and confirmed by the government.

Two of these officers, who were placed at this important post to protect the rights of the Indians and preserve peace on the frontier, it will be observed, admit themselves to have participated in proceedings which, in the opinion of the

Attorney General, are unlawful; and one of them (Major Ogden) has the assurance to speak of the "*unexpected and extraordinary terms of the treaty.*" Now this modest assurance is known to you to be a direct attack upon yourself and all the officers of the government who took an interest in that treaty; for the "*extraordinary terms*" were not only acquiesced in by, but were inserted under the express sanction of, the President and yourself. And the bill introduced at the last session of Congress, by the Hon. Mr. Orr, chairman of the Indian committee of the House of Representatives, contained the same principle, and was indorsed, as I am informed, by the unanimous judgment of that committee.

Major Ogden commences his before-mentioned reply in the following words: "The Commissioner of Indian Affairs, on occasion of his last visit, prepared for his duties in the Delaware country by a protracted and close communion with those religious and official friends south of the Kansas, whose aid last winter in manufacturing treaties resulted in so much mutual benefit." I shall never regard it as a grave charge, that religious people are my associates in Kansas or any other place. The insinuation in all its parts is as untrue as it is unmanly; and if Major Ogden will make any charge of collusion on my part, in a form so specific that I can meet it, or allege any act I have ever done, inconsistent with a faithful and disinterested discharge of my duties to the government and the Indian tribes, I will prove such charge or allegation false.

In conclusion, I have to remark that if military officers or others, on the frontier and in the Indian country, are permitted to organize themselves into courts to review the laws and treaties of the government, and the opinions of the Attorney General in relation thereto, and excite rebellion against them, it will be in vain for this department to attempt to exercise any salutary control over those important interests which, by the laws of the land, are specially committed to its charge.

I respectfully request that this communication may be laid before the President for his consideration.

Very respectfully, your obedient servant,

GEO. W. MANYPENNY,
Commissioner.

Hon. R. McCLELLAND,
Secretary of the Interior.

WAR DEPARTMENT,
Washington, February 3, 1855.

SIR: I have received your letter of the 30th of January, enclosing a copy of a letter to you from the Commissioner of Indian Affairs, dated the 20th ultimo, relating to the charges brought by him against certain officers of the army at Fort Leavenworth.

After a careful examination of the original charges, the answers of the officers thereto, and this elaborate rejoinder by the Commissioner, I do not see that he shows probable cause to justify him in bringing the charges.

Sufficient evidence will, I think, appear to you of the intemperate spirit of the charges in a single sentence of the Commissioner's last paper. The three accused officers had, in obedience to the requisition of this department, returned answers to the charges of the Commissioner. Copies of these answers were transmitted to you, and communicated to him. Although these answers are in the main sufficiently distinct and pointed, the Commissioner treats them as a mere evasion and refusal to answer, and declares that he does "not perceive that the parties, &c., have attempted in the least degree to carry out the order addressed to them."

But I have now to ask your attention particularly to the charges of the Commissioner, the answers of the officers, and his rejoinder.

Although the loose style of the charges makes it difficult to specify the precise point of some of them, and although others of them are general charges without specifications of fact, yet the following may be taken to cover and express all that is material in them.

After some general statements to the effect that the Delaware Indians had been disturbed in mind by whites settling on their lands, and setting up pre-emption claims to them—that the principal claims were near Fort Leavenworth, and Major Ogden, quartermaster, and Maclin, paymaster, had been "the principal and main instigators to this lawless course of proceedings," and that if the reports he had heard and believed were true, those officers deserved to be cashiered, the Commissioner makes his specifications as follows:

1. That they were the prime movers in projecting the new town, two and a half miles from the fort, on the Delaware tract, and had enlisted with them some thirty other persons.

To this Major Maclin answers: That some thirty persons, residing in Kansas and Missouri, associated to make a town; that two of them had previously located, under the squatter regulations, 160 acres each, on which they placed their site for a town. He then had no knowledge of the project. Some time afterwards he was, without his knowledge or solicitation, elected a member of the company.

Major Ogden's answer is: "That we were not the projectors of the town, and had nothing to do with originating the association; that they now, in common with 200 others, own a small interest in it."

2d charge: That after making this move in violation of the treaty, they had urged settlers to make claims adjacent to the military reserve, and for miles distant in the Delaware lands; hoping thus to have force to aid them.

Major Maclin's answer is: That he never induced any one to settle on the Delaware lands; that the settlers were, with few exceptions, strangers to him, and he did not care where they settled—whether on the Delaware lands or not.

Major Ogden's answer is: That he never urged persons to settle on Delaware lands, and had no reason to do it; that 1,500 claims had been made on the ceded lands two months before the treaty was published, and three months before the appearance of the Attorney General's opinion on the pre-emption law; that the settlers had made their claims in good faith; that they were greatly disappointed at the terms of the treaty; and that he had sympathized with them, but had advised against all combinations for resistance.

3d charge: That they have an advertisement out to sell lots; and to induce purchasers to buy, the story is rife that government has made a special grant of 320 acres for the town, and therefore there can be no difficulty about title. The meaning of this appears to be that these officers were authors of the false report.

Major Maclin answers: That it was believed the general law of 1844 would apply in this case. He had never heard of any report about a special law for this town, and it is wholly untrue that he had ever put out such a story to deceive purchasers.

Major Ogden answers: That it is untrue that he ever made use of the deceptive statement as alleged.

4th charge: That soldiers were employed to build their pre-emption shanties, to cut brush; and government tents were used.

Major Ogden answers: That neither he, nor any person connected with the town, ever employed soldiers to build huts or cut brush; that the preparation of the town site was by hired citizens, at a cost, as he understood, of $3,000.

Major Maclin answers: That he never had a pre-emption shanty; that he

never employed soldiers, and had no power to do so; that charge is properly a charge against the commanding officer.

Captain Hunt, the commading officer, answers: "This charge I pronounce is unequivocally false, and without foundation. I was in command—was responsible for the men, and know they were not so employed.

5th charge: All the employés of any influence in the quartermaster and pay departments are interested in the matter; and when an innocent squatter not of their kind has attempted to make a claim near their land they have driven him off by threats of the military.

Major Maclin answers: That the only employé of the pay department in the district is his clerk, who never had, and never sought to have, any interest in the Territories of Nebraska or Kansas.

Captain Hunt answers: That he, as commanding officer, was the only person who could use the military to drive off any one; that he never did it, or threatened it.

Major Ogden, in his answer, has not specially noticed this point in the Commissioner's charge about the employés of his department.

6th charge: The commanding officer has had a surveyor at work reducing the limits of the reservation. The reduction leaves a strip of land between the Indian land and the diminished reserve; and this strip, even before the survey, had placed on it the necessary monuments, according to squatter law, to enable the military men here and their friends to have a pre-emption claim of land valued from $10 to $30 per acre. This diminution of the reserve is said to be under orders from the War Department—hopes the thing will be disapproved.

Commanding officer answers: "I pronounce the charge false; the locations were made before any persons at this post knew where the bounds of the reserve were, and on the strip which I supposed, from the best information I could get, was entirely without the reserve. There are twenty-two of these locations, many of them made before I came in command; and instead of being my friends, I only knew three of them by sight prior to their making their locations. I have made no location myself, neither have I any lot or part with any one who has, either directly or indirectly."

In regard to the imputations against the commanding officer in this particular matter, I desire it may be observed that the Commissioner was aware that the act of that officer was in pursuance of the orders of the War Department. Yet he makes it the ground of a gross charge against that officer, imputing it to him as an act done in the furtherance of a corrupt scheme, and undertakes confidently to disapprove an order of the department in a matter in which the department was the proper judge.

The only other matter in regard to these officers which the Commissioner has reported to you in his original complaint against them, and which you have brought to my attention, is conveyed in his statement that "neither the commandant of the post, nor Major Ogden or Maclin, are here present." This appears to be presented as a charge against them of an improper absence from their duties. It must have so impressed itself on your mind, as you extract it from his letter to communicate it to me. The commanding officer, as the proper officer to account for all neglects of duty in his command, answers the charge as follows:

"If intended merely as stating a fact, it is true. If intended to cast censure, to imply that we have neglected our duty, it is false. Major Ogden was absent on duty at Fort Riley, Major Maclin on thirty days' leave granted by General Clark, and I on a seven days' leave on a visit in the Indian country to Fort Riley, in accordance with army regulations, &c.;" the application of which he explains in the case.

I only refer to this point to show the temper of the Commissioner towards these officers, and his desire to impute blame to them without cause, and to report proper and innocent facts as matters of accusation against them.

You will perceive that the essential charges against these officers, of which the military authority would take cognizance as military offences, are fully met in their replies. They each and all deny any employment of soldiers—any military or official interference whatever in the transactions he arraigns. He offers no proof—he pretends to no personal knowledge—he expressly rests his accusations on rumor.

On a careful examination of the report of the Commissioner to you of the 20th ultimo, after he had examined the replies of the several officers to his charges, I am compelled to say to you, I do not perceive in it any evidence of a desire to do justice to these officers, whose official and personal integrity he had so violently assailed; on the contrary, he sets out a declaration to the effect that they have neither made nor attempted a defence, and declines "*to change or vary any statement made by him, even though based on reports.*"

In regard to Captain Hunt, he denies that he made any charge against him. I consider that he brought charges, either direct or by necessary implication, against Captain Hunt, as the commanding officer of the post, imputing to him the grossest offences in point of morals, honor, and official duty. As, however, according to his views, Captain Hunt has "volunteered to defend himself," he now states he is led to believe "that Captain H. has much of the responsibility of the unlawful attempts to settle the Delaware trust lands."

The foundation of this charge, besides the provocation in Captain Hunt's volunteer defence of himself, seems to be that Captain Hunt, being addressed by persons who were engaged in settling on these lands, answered that he had no authority in the matter, and made known his instructions from General Clark, positively forbidding his interference. The Commissioner is pleased to see in this proper answer a connivance with the squatters, and a responsibility for their proceedings. I have to say that the instructions which govern the military at frontier posts, and in what concerns our Indian relations and the frontier settlements of our people, are framed according to my views of duty and policy; and I cannot consent that their refusal to assume powers not belonging to their commissions, or otherwise specially intrusted to them, and to employ the soldiers without authority against the settlers, shall be imputed as a corrupt collusion with violators of law.

The Commissioner, in his report of the 20th ultimo, refuses to retract his former charges against the officers, in connexion with the reduction of the military reservation and the misapplication of public means to private purposes, and the employment of the military force to effect or aid an unlawful seizure of public lands; but instead of adducing testimony to sustain his allegation on these points, he attempts to change the issue, by reiterating and enforcing his accusation, that they have been engaged with other speculators and squatters in effecting the settlement of the lands ceded by the Delaware Indians, and establishing a town site and selling town lots.

This department does not attempt to advise or control in the private and pecuniary affairs of officers; to prohibit or permit investments in public or private lands. All that the department requires of them in this regard is, that attention to their private business shall not lead to neglect of their public duties; that no officer shall ever furnish any species or amount whatever of supplies to government; and that no disbursing officer shall engage in commerce in any article which can make a part of army supplies. As to the right of Majors Ogden and Maclin to acquire an interest in the town lots near Fort Leavenworth, or in pre-emption claims on public lands, it is clearly a matter beyond the official authority of this department. They have, in such cases, the ordinary rights of citizens—no more or less.

The Commissioner urges, with warmth, the removal, by military force, of settlers on the Delaware cession. I have communicated to the President my views at length on this subject. A copy of my letter to the President is here-

with enclosed to you. The removal, it has been represented to me, could not probably be effected without bloodshed. The Executive is the judge of the propriety of such an extreme measure; and, if found to be proper, the order would be addressed to the civil authority—the military having no connexion with the matter, unless and until called upon to aid the civil officers in the execution of the law.

Very respectfully, your obedient servant,

JEFF'N DAVIS,
Secretary of War.

Hon. R. McCLELLAND,
Secretary of the Interior.

Which was all the evidence offered by the United States of America, the complainants herein.

And thereupon the said defendant, James C. Stone, produced, offered in evidence, and read the following papers, documents depositions, and maps, in words, figures, lines, and plats, as follows, to wit:

1. The said defendant offered and read in evidence the Executive Document No. 58, of the 33d Congress, 2d session, and Executive Document No. 50, 33d Congress, 2d session, (Senate documents,) being the same documents thus described as before offered and read in evidence by the said complainants, and above set forth in printed form, as by consent and request of the parties above recited.

2. The said defendant then produced, offered in evidence, and read the deposition of John G. Pratt, taken on the part of the defendant, (exceptions to the said deposition having been filed by the said complainants, as above set forth in full.) The said deposition is in words and figures, as follows:

Depositions of witnesses taken at Topeka, Kansas, before John T. Morton, clerk of the circuit court of the United States for the district of Kansas, and ex-officio a commissioner of said court, to be used and read in evidence in a cause pending in said court, on the chancery side thereof, wherein the United States of America are complainants, and James C. Stone, John Connor, Ne-con-he-con, and Henry Tiblow are defendants. Taken on the part of the defendant, James C. Stone, and in the presence and by the consent of Robert Crozier, esq., United States district attorney, and Thomas Ewing and S. A. Stinson, esqs., counsel for said defendant, James C. Stone.

John G. Pratt, of lawful age, being duly sworn, deposes and says: I have resided in Kansas since the year 1837, as a missionary teacher to the Delaware and Shawnee Indians. In that capacity I have been brought into intimate contact with the Delaware Indians, and have lived with them exclusively sixteen years. During that time I have known about all the lands which they have occupied and claimed, and especially in the vicinity of Fort Leavenworth. The lands which they claimed in the vicinity of Fort Leavenworth extend to the Kickapoo reservation, and their northerly boundary line extended easterly to the Missouri river from the Kickapoo reservation. The land occupied by the United States troops was not understood by the Delawares to be claimed by the United States, but was understood to be merely occupied by them. The lands I refer to are the lands lying south of the line I have before referred to, and were used for farming and agricultural purposes. I have heard the Delawares speak of these lands as theirs, and of goverment paying them a rent for them. This was the general idea expressed by them up to the time of the treaty of 1854. I am not so distinct in my memory as to the time since that treaty. I mean that, since 1854, I have not heard them speaking about receiving rent, but I have always heard them claim the land. I have been with them when they said they were returning from the fort, where they had been to receive their rents. I lived within 4½ miles of the fort about four years,

having moved there in the fall of 1843. In passing to and from the fort the Indians generally passed by my house, and the head chiefs, Capt. Ketchum and Nah-ke-mund, often stopped with me. The chiefs and Indians frequently conferred with me on their business transactions with the whites. The amount of the land put in cultivation south of the northern line I spoke of has been repeatedly enlarged, extending more in a southerly direction; not widening greatly east and west, but extending south. I first became acquainted with the lands near the fort in 1837. In that year the amount cultivated was not more than one-half of what it is now. The Indians always looked upon this as an occupation of their land, and assumed that if the occupation did not cease they would be paid for their land by government. The rent was paid in money. The chiefs would sometimes stop at my house, when they had been to the fort for rent, and tell me about it. Ever since I have been in the country I have been connected with the Delawares, and intimately acquainted with their affairs. The two chiefs I spoke of were the representative business men of the tribe. They were head chiefs—old men; the other chiefs were younger. These two head chiefs are now dead.

Cross-examined.

Question. What, of your own knowledge, do you know of the Delaware Indians receiving rent for the lands you speak of?

Answer. I only know by what I heard the Indians say; I never saw it paid.

Question. What Indians, now living, have you heard speak of receiving rent?

Answer. I can now speak of but one living—the others are dead. That one is Isaac Johnnycake. He lives with the Delawares, about twenty miles below Leavenworth.

Question. Do you know who paid to the Indians the rent you before referred to?

Answer. They said they got it at the fort. My understanding was, that it was the quartermaster.

Question. Do you know of the government at any time occupying lands south of what is now known as the "Fort Leavenworth military reservation?"

Answer. I do. There were buildings erected, and enclosure made for grazing purposes, southwest of the reservation, about three miles from the Fort Leavenworth military reservation. The government also had a saw-mill on Stranger creek, on the Delaware lands, where they cut timber and sawed it, for use at the fort. The enclosure I refer to was built in 1852 or 1853, I think. I think the saw-mill was built about 1847.

Direct examination resumed.

I had the conversations with the Indians about receiving rent prior to 1847, as well as after, and as far back as my first acquaintance with them. I heard them say that the mill was put there without their consent; that they went to see the quartermaster at the fort about it, and he told them he would pay them for the trees "fifty cents a stump." I never heard that they received rent for the enclosure three miles from the fort reservation which I spoke of, but they complained that it was put there without their leave, and that they never had received rent for it.

JOHN G. PRATT.

Subscribed and sworn to before me October 24, 1862.

JOHN T. MORTON, *Clerk, &c*

THE UNITED STATES OF AMERICA, *ss:*

I, John T. Morton, clerk of the circuit court of the United States in and for the district of Kansas, do hereby certify that the foregoing deposition was taken before me at Topeka, in the State of Kansas, on the 24th day of October, 1862, in the presence of and by the consent of the attorneys stated in the caption thereof; that John G. Pratt, the above-named witness, was by me first duly sworn to testify the truth, the whole truth, and nothing but the truth; that the foregoing deposition was reduced to writing by me in the presence of said witness, and the same was subscribed and sworn to by the said witness before me and in my presence.

In testimony whereof, I do hereto set my hand and affix the seal of said court, at my office at Topeka, this 24th day of October, in the year of our Lord 1862.

[SEAL.] JOHN T. MORTON,
Clerk, and ex officio Commissioner.

Which said deposition is indorsed as follows:

Filed October 24, 1861. John T. Morton, clerk. Opened by order of court, at the instance and request of solicitor for defendant, October 24, A. D. 1862.

JOHN T. MORTON, *Clerk.*

3. The said defendant then produced, offered, and read in evidence the following letter from William P. Dole, Commissioner of Indian Affairs, to the said defendant:

DEPARTMENT OF THE INTERIOR,
Office of Indian Affairs, July 19, 1862.

SIR: In compliance with the request contained in your letter of 10th instant, I herewith transmit copies of such papers (duly authenticated) as are on file in this office and are deemed important in connexion with the action which resulted in the survey of the Fort Leavenworth military reservation. A paper presented to the Secretary of the Interior, praying for a reversal of the decision of Acting Secretary Moses Kelly and an order for the survey of this land, upon which is indorsed the decision of the present Secretary, overruling the Acting Secretary's decision and ordering the survey of the reservation, was withdrawn from the office by the Secretary and has not as yet been returned, consequently I am unable to furnish copies of that paper and its indorsement.

Very respectfully, your obedient servant,

WM. P. DOLE,
Commissioner.

J. C. STONE, Esq.—*Present.*

Indorsed: "Offered by defendant."

4. And the said defendant then produced, offered, and used in evidence the following map:

(Here follows map marked original, page 117.)

5. The said defendant then offered, read, and used in evidence the "copies of papers and maps annexed to and made part of his (the said defendant James C. Stone's) answer" to the bill of complaint herein, as exhibits, being as follows, to wit:

Exhibits "A," "B," "C," "F," "L," "M," "P," "R," and "S," and "H," which said exhibits are herein above fully set forth and copied, with the indorsements thereon.

6. And the said defendant then produced, offered, and read in evidence, a patent issued by the President of the United States to John Connor, of date January 3, 1862, and which is in words and figures as follows, to wit:

The United States of America to all to whom these presents shall come, greeting:

Whereas, by the seventh article of the treaty between the United States of America and the Delaware tribe of Indians, made and concluded at Sarcoxie-ville, on the Delaware reservation, in the then Territory of Kansas, on the thirtieth day of May, one thousand eight hundred and sixty, as ratified on the twenty-second day of August, one thousand eight hundred and sixty, the United States agreed to grant to John Connor, principal chief, six hundred and forty acres of land; and whereas it appears from a return dated the thirty-first day of December, one thousand eight hundred and sixty-one, from the Office of Indian Affairs to the General Land Office, that there have been selected and approved as the reserve of said John Connor, under the treaty stipulations above mentioned, the following described tracts, to wit: The southwest quarter of the northwest quarter of section twenty-three, containing forty acres; the southwest quarter of said section twenty-three, containing one hundred and sixty acres; the southeast quarter of the northeast quarter of section twenty-two, containing forty acres; the east half (of SE. ¼) and southwest quarter of the southeast quarter of said section twenty-two, containing one hundred and sixty acres; lots numbered four, five, six, and seven, in section twenty-six, containing together one hundred and eighty-three acres and seventy-three hundredths of an acre; and lots numbered three and four, in section twenty-seven, containing together one hundred and three acres and forty-seven hundredths of an acre, all being in township eight south, of range twenty-two east, of the sixth principal meridian, in the State of Kansas, and containing in the aggregate six hundred and forty-seven acres and twenty hundredths of an acre:

Now, know ye that the United States of America, in consideration of the premises, and in conformity with the provisions as above recited of the aforesaid treaty, have given and granted, and by these presents do give and grant, unto the said John Connor and to his heirs the tracts of land above described: to have and to hold the said tracts, with the appurtenances, unto the said John Connor and to his heirs and assigns forever.

In testimony whereof, I, Abraham Lincoln, President of the United States, have caused these letters to be made patent and the seal of the General Land Office to be hereunto affixed. Given under my hand, at the city of Washington, the third day of January, in the year of our Lord one thousand eight hundred and sixty-two, and of the independence of the United States the eighty-sixth.

ABRAHAM LINCOLN.

By the President:

[SEAL.] J. N. GRANGER,
Recorder of the General Land Office.

Recorded, vol. 11, pages 522, 523. (Ex'd.)

7. And the said defendant then produced, offered, and read in evidence, a patent issued by the President of the United States, to Ne-con-he-con, of date January 3, 1862; which patent is in the words and figures following, to wit:

The United States of America to all to whom these presents shall come, greeting:

Whereas, by the seventh article of the treaty between the United States of America and the Delaware tribe of Indians, made and concluded at Sarcoxie-ville, on the Delaware reservation, in the then Territory of Kansas, on the *thirtieth day of May,* one thousand eight hundred and sixty, as ratified on the

twenty-second day of August, one thousand eight hundred and sixty, the United States agreed to grant to Ne-con-he-con, chief of the Wolf band, three hundred and twenty acres of land; and whereas it appears from a return dated the thirty-first day of December, one thousand eight hundred and sixty-one, from the Office of Indian Affairs to the General Land Office, that there have been selected and approved as the reserve of the said Ne-con-he-con, under the treaty stipulations above mentioned, the following described tracts, to wit: The northeast quarter of section twenty-three, containing one hundred and sixty acres; the east half [of NW. ¼] and northwest quarter of the northwest quarter of said section twenty-three, containing one hundred and twenty acres; and lot number two of section twenty-four, containing fifty-two acres; all being in township eight south, of range twenty-two east, of the sixth principal meridian, in the State of Kansas, and containing in the aggregate three hundred and thirty-two acres:

Now, now ye that the United States of America, in consideration of the premises, and in conformity with the provisions as above recited of the aforesaid treaty, have given and granted, and by these presents do give and grant, unto the said Ne-con-he-con and to his heirs, the tracts of land above described: to have and to hold the said tracts, with the appurtenances, unto the said Ne-con-he-con and to his heirs and assigns forever.

In testimony whereof, I, Abraham Lincoln, President of the United States, have caused these letters to be made patent, and the seal of the General Land Office to be hereunto affixed. Given under my hand, at the city of Washington, the third day of January, in the year of our Lord one thousand eight hundred and sixty-two, and of the independence of the United States the eighty-sixth.

ABRAHAM LINCOLN.

By the President:

[SEAL.] J. N. GRANGER,
Recorder of the General Land Office.

Recorded, vol. 11, pages 524, 525. (Ex'd.)

8. And the said defendant then produced, offered, and read in evidence, a patent issued by the President of the United States to Henry Tiblow, of date January 3, 1862; which said patent is in words and figures as follows, to wit:

The United States of America to all to whom these presents shall come, greeting:

Whereas, by the seventh article of the treaty between the United States of America and the Delaware tribe of Indians, made and concluded at Sarcoxieville, on the Delaware reservation, in the then Territory of Kansas, on the thirtieth day of May, one thousand eight hundred and sixty, as ratified on the twenty-second day of August, one thousand eight hundred and sixty, the United States agreed to grant to Henry Tiblow, interpreter, three hundred and twenty acres of land; and whereas it appears from a return dated the thirty-first day of December, one thousand eight hundred and sixty-one, from the Office of Indian Affairs to the General Land Office, that there have been selected and approved, as the reserve of said Henry Tiblow, under the treaty stipulations above mentioned, the following described tracts, to wit: The southeast quarter of section twenty-three, containing one hundred and sixty acres; lots numbered three and four, of section twenty-four, containing, together, one hundred and six acres and eighty hundredths of an acre; and lot numbered four, in section twenty-five, containing sixty-two acres and forty-nine hundredths of an acre; all being in township eight south, of range twenty-two east, of the sixth principal meridian, in the State of Kansas, and containing, in the aggregate, three hundred and twenty-nine acres and twenty-nine hundredths of an acre: Now, know ye that the United States of America, in consideration of the premises, and in conformity

with the provisions, as above recited, of the aforesaid treaty, have given and granted, and by these presents do give and grant, unto the said Henry Tiblow, and to his heirs, the tracts of land above described: to have and to hold the said tracts, with the appurtenances, unto the said Henry Tiblow, and to his heirs and assigns forever.

In testimony whereof, I, Abraham Lincoln, President of the United States, have caused these letters to be made patent, and the seal of the General Land Office to be hereunto affixed.

Given under my hand, at the city of Washington, the third day of January, in the year of our Lord one thousand eight hundred and sixty-two, and of the independence of the United States the eighty-sixth.

ABRAHAM LINCOLN.

By the President:
J. N. GRANGER,
Recorder of the General Land Office.

Recorded, vol. 11, pages 525, 526. (Ex'd.)

Which was all the evidence offered by the said defendant.

And on said hearing, to wit, on the said seventh day of November, A. D. 1862, a decree was rendered, signed by the presiding judge, and ordered by the court to be filed, and which said decree is in words and figures as follows, to wit:

Decree.

THE UNITED STATES OF AMEICA
vs.
JOHN CONNOR *et al.*

This cause came on to be heard upon the bill, answer of James C. Stone, replication and testimony, and was argued by counsel; the defendants, John Connor, Ne-con-he-con, and Henry Tiblow, although duly served with process, and having entered their appearance, failed to plead, answer, or demur to said bill; the allegations of said bill are, as to them, taken as true and confessed. Whereupon it is ordered, adjudged, and decreed by the court that the patents mentioned in the bill as having been issued to John Connor, Ne-con-he-con, and Henry Tiblow be, and the same hereby are, set aside, cancelled, and declared null and void; and the said John Connor, Ne-con-he-con, Henry Tiblow, and James C. Stone are hereby divested of all right and interest they, or either of them, had by virtue of said patents in or to the lands therein described.

And it is further ordered that the said James C. Stone, within twenty days from the rising of this court, deliver up the patents aforesaid to the clerk of this court, and that said clerk, immediately upon receiving the same, transmit them properly enveloped to the Commissioner of the General Land Office, at Washington city, District of Columbia, and that before transmitting the same the said clerk shall write in red ink, across the face of each of said patents, the words: "Cancelled and set aside by the United States circuit court for the district of Kansas."

And it is further ordered that the defendants pay the costs of this suit, and that, in default thereof, execution issue therefor, and the court finds the value of the property in controversy to exceed the sum of two thousand dollars.

ARCHIBALD WILLIAMS, *Judge.*

And which said decree is indorsed as follows, to wit:

Filed November 7, 1862.

JOHN T. MORTON, Clerk.

And thereupon, to wit, on the said seventh day of November, A. D. 1862, the said defendant, James C. Stone, filed in open court his demand for an appeal from the said decree, in words and figures as follows, to wit:

Circuit court of the United States for the district of Kansas.

THE UNITED STATES, complainant, *vs.* JOHN CONNOR, NE-CON-HE-CON, HENRY TIBLOW, and JAMES C. STONE, defendants.	In equity.

The above-named defendant, James C. Stone, conceiving himself aggrieved by the final decree of this court, entered, on the seventh day of November, A. D. 1862, in the above-entitled cause, doth hereby appeal therefrom to the Supreme Court of the United States, and he prays that this his appeal may be allowed, and that a transcript of the record, proceedings, and evidence in this cause may be sent to the Supreme Court.

JAMES C. STONE.

And which said demand is indorsed as follows, to wit: "United States *vs.* John Connor, Ne-con-he-con, Henry Tiblow, and James C. Stone. Demand for an appeal in the above-entitled suit from the circuit court of the United States for the district of Kansas to the Supreme Court of the United States. Filed November 7, 1862. John T. Morton, clerk.

And which said appeal, and the said demand therefor, was allowed by the court.

And thereupon the said defendant, James C. Stone, filed in open court his bond for an appeal of this cause to the said Supreme Court of the United States, which said bond is in words and figures as follows, to wit:

Know all men by these presents that we, James C. Stone and Andrew J. Isaacks, are held and firmly bound unto the United States of America in the sum of five hundred dollars, to be paid unto the said United States, to which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents. Dated this 7th day of November, in the year of our Lord one thousand eight hundred and sixty-two. Whereas the above bounden James C. Stone has appealed to the Supreme Court of the United States from a decree of the circuit court of the United States for the district of Kansas, bearing date the seventh day of November, in the year of our Lord one thousand eight hundred and sixty-two, in a cause in equity, in which the said United States was complainant, and John Connor, Ne-con-he-con, Henry Tiblow, and the said James C. Stone were defendants: Now, therefore, the condition of this obligation is such, that if the above-mentioned appellant, James C. Stone, shall prosecute his appeal with effect, and pay all such costs and expenses as shall be awarded against him as such appellant therein, then this obligation to be void; otherwise to remain in full force and effect.

J. C. STONE. [SEAL.]
A. J. ISAACKS. [SEAL.]

Sealed and delivered in presence of—
SAM. A. STINSON.

And which said bond is indorsed as follows, to wit: United States of America *vs.* John Connor, Ne-con-he-con, Henry Tiblow, and James C. Stone. Bond filed by James C. Stone to secure his appeal in the above cause from the circuit court of the United States for the district of Kansas to the Supreme Court of the United States.

Circuit court of the United States for the district of Kansas.

THE UNITED STATES, comp't,
vs.
JOHN CONNOR, NE-CON-HE-CON, HENRY TIBLOW, and JAMES C. STONE, def'ts. } In equity.

The within bond is hereby approved.
Nov. 7, 1862.

ARCHIBALD WILLIAMS, *Judge.*

Filed November 7, 1862.

JOHN T. MORTON, *Clerk.*

And thereupon the said defendant, James C. Stone, filed in open court his petition on appeal, in words and figures as follows, to wit:

SUPREME COURT OF THE UNITED STATES, *ss:*

JAMES C. STONE, appellant,
vs.
UNITED STATES, appellee.

To the Supreme Court of the United States:

The petition of appeal of the above-named James C. Stone respectfully shows that a decree was lately made in the circuit court of the United States for the district of Kansas, bearing date the seventh day of November, A. D. 1862, in a certain cause in equity pending in said court, wherein the above-named United States is complainant, and the said James C. Stone, John Connor, Ne-con-he-con, and Henry Tiblow are defendants, in and by which said decree it was ordered, adjudged, and decreed that the patents mentioned in said bill of complaint as having been issued to said John Connor, Ne-con-he-con, and Henry Tiblow, were set aside, cancelled, and declared null and void, and that the said John Connor, Ne-con-he-con, Henry Tiblow, and James C. Stone were by said decree divested of all right, title, and interest which they or either of them acquired by virtue of said patents in and to the lands therein described, and that the said patents be delivered up to be cancelled, which said decree of said circuit court, as above stated, is, as this appellant is advised, erroneous, and ought to be reversed.

Wherefore this appellant respectfully prays that the said decree may be reversed, and that such other decree may be made by this court as shall be agreeable to equity and good conscience, and this appellant may be restored to all things which he has lost by said decree.

And this appellant, as in duty bound, will ever pray.

Dated this seventh day of November, A. D. 1862.

JAMES C. STONE.

SAMUEL A. STINSON, *Solicitor for Comp't.*
THOMAS EWING, *of Counsel.*

And which said petition is indorsed in words and figures as follows to wit:

JAMES C. STONE
vs.
THE UNITED STATES.

Petition on appeal from the circuit court of the United States, for the district of Kansas, to the Supreme Court of the United States.

Filed November 7, 1862.

JOHN T. MORTON, Clerk.

And afterwards, to wit, on the said seventh day of November, A. D. 1862 the following proceedings were had in said cause, and the following entry made of record on the journal of said court in this cause, to wit:

FRIDAY, *November 7, A. D.* 1862.

THE UNITED STATES OF AMERICA *vs.* JOHN CONNOR, NE-CON-HE-CON, HENRY TIBLOW, and JAMES C. STONE.	In equity.

Now come, as well the United States of America, complainants herein, by Robert Crozier, esq., United States district attorney, and W. P. Gambell, esq., their solicitors, as the said defendant, James C. Stone, by Thomas Ewing, Samuel A. Stinson, and A. J. Isaacks, esqs., their solicitors, and upon the hearing thereof a decree is rendered herein, signed, and ordered by the court to be filed.

Whereupon the said defendant, James C. Stone, by his solicitors, files in open court his demand for an appeal from the said decree to the Supreme Court of the United States, which said appeal is allowed by the court; and it is thereupon ordered by the court that a transcript of the record, proceedings, and evidence in this cause, duly authenticated, be sent to the said Supreme Court of the United States.

And thereupon the said defendant, James C. Stone, files in open court his bond on said appeal, which bond is by the court approved.

And thereupon the said James C. Stone, defendant herein, by his solicitors, files in open court his petition of appeal in this cause.

THE UNITED STATES OF AMERICA,
District of Kansas, sct:

I, John T. Morton, clerk of the circuit court of the United States in and for the district of Kansas, do hereby certify the within and foregoing to be a true, full, and complete transcript and copy of the record, proceedings, and evidence in the cause wherein the United States of America are complainants, and John Connor, Ne-con-he-con, Henry Tiblow, and James C. Stone are defendants, on the equity side of said court, which was determined and a decree rendered therein on the seventh day of November, in the year of our Lord one thousand eight hundred and sixty-two, to wit, at the October term, A. D. 1862, of said court, as the same appears of record in my office.

In testimony whereof, I do hereto set my hand and affix the seal of said court, at my office at Topeka, in said district, this twentieth day of November, in the year of our Lord one thousand eight hundred and sixty-two. [SEAL.]

JOHN T. MORTON, *Clerk.*

OFFICE OF UNITED STATES ATTORNEY,
Leavenworth, Kansas, November 25, 1862.

I certify that I have examined the within transcript and find it correct.

ROBERT CROZIER,
United States Attorney.

Filed December 5, 1862.

FORT SNELLING.

No. 1.

WAR DEPARTMENT,
Washington, November 11, 1858.

SIR: I send you herewith enclosed an authenticated copy of an agreement between Major Seth Eastman and William K. Heiskell, agents of the United States, and Franklin Steele, for the sale of Fort Snelling reserve, Minnesota.

The purchaser being in default of the second instalment, which should have been paid on the 10th of July last, I desire that you will at once institute suit and prosecute it with all vigor and despatch, so as to subject the land to sale for the payment of the purchase-money.

Very respectfully, your obedient servant,

JOHN B. FLOYD,
Secretary of War.

G. L. BECKER, Esq.,
Attorney-at-Law, St. Paul, Minnesota.

No. 2.

[Telegraph.]

WAR DEPARTMENT,
January 24, 1859.

Negotiations are pending for payment for Fort Snelling for the instalment now due.

Suspend all proceedings until further directions.

JOHN B. FLOYD,
Secretary of War.

G. L. BECKER, Esq.,
Attorney-at-Law, St. Paul, Minnesota.

No. 4.

WAR DEPARTMENT,
May 17, 1860.

SIR: I desire that the proceedings which my letter of the 11th of November, 1858, directed you to institute against Franklin Steele in order to enforce the payment of the purchase-money for the Fort Snelling reserve, and which were afterwards suspended under instructions from this department, may be resumed and prosecuted to a speedy conclusion.

Very respectfully, your obedient servant,

JOHN B. FLOYD,
Secretary of War.

GEORGE L. BECKER, Esq.,
St. Paul, Minnesota.

No. 5.

SAINT PAUL, *Minnesota, August* 8, 1860.

SIR: In reply to yours of 17th of May last, respecting proceedings instituted against Franklin Steele, I have to say that Mr. Steele has not been in the State since said letter came to hand, nor have we since had a term of the United States district court.

The next term of that court will be held in October. I very much prefer a personal service of the papers on Mr. Steele, who is daily expected here, and I await his arrival.

The first sent was an action of covenant to recover amount of first instalment then due; since then the whole amount has become due, and I shall discontinue the suit already commenced and bring a new action for the whole amount of purchase-money now due and unpaid. If I understand the views of the department, it desires me to recover judgment against Mr. Steele for the amount due on the agreement between himself and the agents who made the sale.

Very respectfully, your obedient servant,

GEORGE L. BECKER.

Hon. JOHN B. FLOYD,
Secretary of War, Washington, D. C.

No. 6.

WAR DEPARTMENT,
August 24, 1860.

SIR: The Secretary of War directs me to acknowledge the receipt of your letter of the 8th instant, and to say that he is extremely solicitous about the institution of suit against Mr. Steele, and trusts, if he is still absent from the State, that you will immediately initiate such proceedings as the law authorizes against absent parties.

Very respectfully, your obedient servant,

W. R. DRINKARD,
Chief Clerk.

GEORGE L. BECKER, Esq.,
St. Paul, Minnesota.

37TH CONGRESS, 3d Session. } HOUSE OF REPRESENTATIVES. { REPORT No. 57.

JOHN P. SHERWOOD.

[To accompany bill H. R. No. 784.]

MARCH 3, 1863.—Laid on the table, and ordered to be printed.

Mr. JOHNSON, from the Committee on Patents, made the following

REPORT.

The Committee on Patents, to whom was referred the petition of John P. Sherwood, praying that an act of Congress may be passed authorizing the extension of letters patent granted to him for certain improvements in door-locks, respectfully report:

That on the 17th day of December, 1842, the said John P. Sherwood did obtain letters patent for such improvement for the term of fourteen years from that date; that in November, 1850, he sold and assigned said patent to Calvin Adams, of Pittsburg, Pennsylvania, for the sum of two hundred dollars; that the said Adams, in order to amend the defective specification and claim of the said patent, surrendered the same to the Commissioner, and new letters bearing date the 13th day of May, 1851, were issued to him, the said Adams, for the balance of the unexpired term; that on the 16th day of September, 1855, the said Adams reassigned said patent to the said John P. Sherwood for the purpose of enabling him to obtain an extension thereof, and the same was, by the Commissioner of Patents, extended for the term of seven years from the 17th day of December, 1856—the time when the original patent expired.

That the said John P. Sherwood, in accordance with a prior contract made to that effect, sold and assigned the said extended patent to the said Calvin Adams for the sum of one thousand dollars, and that the term of the said extension will expire on the 17th day of December, 1863.

That in order to successfully introduce the said invention to the public a large amount of capital was required, which amount of capital the said patentee could not himself command, nor could he induce capitalists to invest with him for that purpose, in consequence whereof his patent remained for nearly nine years wholly unused and profitless, until he was forced to sell the same for the above stated trifling sum of two hundred dollars to save himself from total loss; that at the time of the contract for the sale of the extended term of the said patent, the said improvement had been in use only about

four years, and that neither the said patentee nor the assignee were aware of the value and importance of the said invention, and the sale so made for the said extended term was the best obtainable.

That so far from having been adequately compensated for his said improvement, the amounts received by him have not covered the actual expense and loss of time and labor bestowed by the said patentee in the production of his improvement and the securing of his said patent.

That notwithstanding some twenty years have elapsed since the obtaining of his original patent, yet the locks so improved have been in actual use but about eleven years, three years less than the period intended to be allowed to patentees without renewal, and this without any wrong on his part, but solely on account of his inability to manufacture and introduce them to the public. That his invention has proved a very useful and important one, and for which he ought to be remunerated, and that if his patent were extended he would be able to obtain a just and reasonable compensation therefor.

The committee, therefore, considering that an extension of the said patent for a period of seven years would work no injury to the public, nor to any individual, and because the patentee has received no remuneration for his invention—an invention which has not monopolized the manufactory of locks, but has diminished their ordinary cost, and because there is no other remedy by which the said patentee may be properly remunerated for a useful and valuable improvement, report to the House a bill for his relief, which they are of the opinion ought to pass.

37TH CONGRESS, 3d Session. } HOUSE OF REPRESENTATIVES. { REPORT No. 58.

SMITH MINOR.

MARCH 3, 1863.—Laid on the table, and ordered to be printed.

Mr. HUTCHINS, from the Committee of Claims, made the following

REPORT.

The Committee of Claims, to whom was referred the petition of Smith Minor, have had the same under consideration, and report:

That this is a claim for seven slaves. It appears that at the commencement of the rebellion said Minor resided in Alexandria county, Virginia, and in consequence of the active hostilities which raged in his immediate neighborhood in September, 1861, he came to the District of Columbia, bringing with him his slaves. By the act of Congress "for the release of certain persons held to service or labor in the District of Columbia," approved April 16, 1862, his slaves were set free. His claim was presented to the board of commissioners appointed under the act, and his title to the slaves was established to the satisfaction of the commissioners, but they decided against allowing his claim, on the ground that he had given "aid and comfort" to the rebellion by casting his vote for the ordinance of secession in the month of May, 1861. He appeals from the decision of the commissioners, alleging that he had always been a Union man, but that undue influences which were brought to bear upon him he was induced to yield his convictions for the time being.

The affidavits of several persons who voted against the ordinance of secession are produced, to show that they did so in the face of threats and apprehensions of violence. They show, however, much stronger cases of compulsory threats than those referred to in the affidavit of Minor, notwithstanding which they all voted against secession.

It is observable, also, that the threats were directed against those who should vote against the ordinance, so that the electors, if terrified by them, had still the alternative of absenting themselves without voting on either side. The fact is proven, by the witnesses brought forward by Mr. Minor, that at the election precinct where he gave his suffrage about two-thirds of the votes were cast against secession. It is not shown that he was in danger of personal harm; but, on the contrary, he admits that he was persuaded to vote as he did by "friends in whom he had been in the habit of putting trust."

Your committee think that if Mr. Minor, in a moment of weakness and apprehension of evil, has committed the overt act of "giving aid and comfort" to the enemies of the government, against his uniform sentiments of loyalty before and since, as is alleged, it is his misfortune. The act certainly "lacks the essential ingredient of being the effect of compulsory threats of immediate personal violence, which alone can take it out of the rule of law, which makes every rational being responsible for his actions." With this view, your committee report back the claim, and ask to be discharged from its further consideration.

37TH CONGRESS, 3d Session. } HOUSE OF REPRESENTATIVES. { REPORT No. 59.

PRESTON BOND, OF KENTUCKY.

MARCH 3, 1863.—Laid on the table, and ordered to be printed.

Mr. HUTCHINS, from the Committee of Claims, made the following

REPORT.

The Committee of Claims, to whom was referred the claim of Preston Bond, of Kentucky, by the following resolution of the House, adopted on the 20th day of January, 1863, viz: "Resolved, That the Committee of Claims investigate, and report by bill, or otherwise, on the claim of Preston Bond, for clothing furnished the United States volunteers," have had the same under consideration, and submit the following report:

The facts in this case, as stated by the claimant, are substantially as follows: Preston Bond, the claimant, in September, 1862, was, and now is, a loyal resident of Anderson county, Kentucky. Soon after the fight at Richmond, Kentucky, three Union soldiers, citizens of Tennessee, straggling from the main army, came to the house of the claimant, wishing to avoid capture and reach Louisville, Kentucky, to join the Union forces there. The rebels were so numerous in that neighborhood that it was considered dangerous to attempt to escape without citizen's clothing, and the claimant, therefore, furnished them three full suits, valued at one hundred dollars, and the claimant supposes the soldiers, by means of the aid he furnished them, made good their escape.

Under these circumstances, is the government liable to pay for the clothing furnished?

The act of the claimant, in furnishing these soldiers with the means of escape, was humane and praiseworthy. In motive, it is similar to the acts of charity and benevolence of the numerous voluntary contributions of societies and individuals all over the loyal States, and if the government is bound to pay in the one case it would be in the others. The cases of such acts of humanity and kindness, wherever soldiers are located or raised, are almost numberless, and the government has never adopted the policy of paying such expenses. It is one of the remediless evils which the war throws upon the community.

If this case was a solitary one, and would not be regarded as a precedent, your committee, on account of the loyalty and benevolence of the claimant, would recommend the payment of this claim; but for the reason above stated your committee recommend that the claim be not paid, and ask to be discharged from the further consideration of the subject.

37TH CONGRESS, 3d Session. } HOUSE OF REPRESENTATIVES. { REPORT No. 60.

H. R. CROSBIE.

[To accompany bill H. R. No. 787.]

MARCH 3, 1863.—Ordered to be printed.

Mr. FENTON, from the Committee of Claims, made the following

REPORT.

The Committee of Claims, to whom was referred the memorial of H. R. Crosbie, have had the same under consideration, and report:

That this claim is for services rendered in procuring and laying before the government information with regard to the settlement and occupancy of the island of San Juan, and other matters relating to the northwest boundary between Great Britain and the United States.

In the winter of 1860 the commanding officer of San Juan induced Mr. Crosbie to make a trip to Washington, for the purpose of placing said information before the government, and it was published by the thirty-sixth Congress as Ex. Doc. No. 77.

It appears that said trip was made at the expense of Crosbie, and your committee think he is entitled to remuneration. They therefore report the accompanying bill for his relief, and recommend its passage.

37TH CONGRESS, 3d Session. | HOUSE OF REPRESENTATIVES. | REPORT No. 61.

GEORGE CHORPENNING AND ELIZABETH WOODWARD.

[To accompany H. Res. No. 157]

MARCH 3, 1863.—Ordered to be printed.

Mr. ALDRICH, from the Committee on Indian Affairs, made the following

REPORT.

The Committee on Indian Affairs, to whom was referred the petition of George Chorpenning, submit the following report:

The committee have reviewed the facts as set forth by the proofs in this case, and fully concur in the views expressed by the Committee on Indian Affairs, in report No. 102, 1st session, 35th Congress, which reads as follows:

The Committee on Indian Affairs, to whom was referred the petition of George Chorpenning, submit the following report:

The committee have carefully examined the petition, papers, &c., in this case, and report that it is fully established that Absalom Woodward and George Chorpenning were contractors for carrying the United States mail from Salt Lake, Utah Territory, to California; that, in the performance of this duty, they were compelled to pass regularly through the Indian haunts in Utah Territory; that the mail parties were repeatedly attacked, and mules, horses, and other property stolen and destroyed by the Indians. In November, 1851, Absalom Woodward, with his escort of five men, were attacked and murdered by the Indians, and all the property in their charge destroyed.

The petitioner, Chorpenning, continued to carry the mail for Woodward & Chorpenning down to July 1, 1852, and on his own account since.

The proof is sufficient to establish that, from the commencement of the service down to July 1, 1862, eighty-three mules and horses, and other property valued at $3,275, were killed and destroyed by the Indians, and this does not include a large amount of money lost with Woodward when he was killed.

The proof, also, establishes that from July 1, 1852, to March, 1856, eighty-six mules and horses were killed, and property of the value of $570 destroyed by the Indians. For this property Absalom Wood-

ward and George Chorpenning are entitled to indemnity from the government.

It has been the policy of the government to regard the Indians within its limits, and not subjected to the legislation of any of the States, as distinct, but imperfectly organized, political communities under the control and protection of the government of the United States.

The intercourse of the whites with the Indians is regulated by law, and all persons going among them, in the service or by the special license of the United States, are under its protection.

If such persons are injured by the Indians, they have no redress by resort to judicial tribunals, for none such exist among the Indians; and such persons are strictly prohibited from obtaining redress by reprisals, but the government promises to pay their losses.

It is unnecessary to review the series of laws passed to effect these objects. The act of the 30th June, 1834, (5 Stat. at Large,) is the last of the general series, and is now in force. By the 17th section of this act it is, among other things, enacted that if any Indian or Indians belonging to any tribe in amity with the United States shall, within the Indian country, take or destroy the property of any person lawfully within such country, such person may make application to the superintendent, agent, or sub-agent, who, on being furnished with the necessary proof, shall, under the direction of the President, make application to the nation or tribe to which such Indian or Indians shall belong for satisfaction; and if such nation or tribe shall refuse satisfaction in a reasonable time, not exceeding twelve months, such superintendent shall make return of his doings to the Commissioner of Indian Affairs, that proper steps may be taken to obtain satisfaction for the injury, and in the meantime the United States guarantee to the party so injured an eventual indemnification: provided, first, if the party seeks personal satisfaction or revenge, he forfeits his claim for indemnification; second, if the claim is not presented in three years it is barred. If the Indians receive an annuity, the claim is to be paid from the annuity; if the Indians do not receive an annuity, it is to be paid from the treasury.

The 7th section of the Indian appropriation bill passed the 27th of February, 1851, is as follows, viz:

Be it remembered, That all the laws now in force regulating trade and intercourse with the Indian tribes, *or such provisions of them as may be applicable*, shall be, and the same are hereby, extended over the Indian tribes in the Territories of New Mexico and Utah.

Woodward & Chorpenning were lawfully in the Indian territory. They were there by the authority of and in the execution of the laws of the United States, and in the actual service of the government. As such they were entitled to rely on its promises of indemnity.

They did mot seek private satisfaction or revenge for injuries sustained by them, but cultivated a friendly feeling with the Indians. They made known their losses to the superintendent and agent. Brigham Young, the superintendent, reported the death of Woodward. J. H. Holeman, the agent, in his deposition gives an account

of the murder of Woodward; says the Indians admitted their attacks on Henson and other mail trains, and attempted to excuse themselves for the attacks on the mail trains because they had first been attacked by the whites; but did not pretend the persons in charge of the mail trains had attempted to injure them. Says he could not attempt to state the number of mules killed, or the amount of property taken from the mail trains, but the Indians themselves admitted they had killed many. In the letter of the 13th February, 1858, written by the Commissioner of Indian Affairs to the attorney of the parties, the Commissioner says: "That Messrs. Chorpenning and Woodward were lawfully in the country, where and when their property was lost, is admitted. But then the tribes to which the offending Indians belonged cannot be said to have been in amity with the United States; the petition itself styles them as hostile Indians. When the intercourse act was passed, it was with reference to the Atlantic tribes, but few of whom were west of the Missouri; and treaty stipulations were necessary to place them technically upon a footing of amity, and, in addition to that, it was required that they must be upon terms of actual friendship. This law, inapplicable as it is in many respects, has been extended, without amendment, over the tribes of the Pacific coast by the act of February 27, 1851; and in regard to them the same construction must be given as in the case of those for the government of which it was originally intended.

"There is nothing to show that the requirement of the law, that the proofs of the losses should be submitted to an agent to be laid before the Indians, was ever complied with. It is true that reports to this office from the governor and *ex officio* superintendent of Indian affairs for Utah, and from Agent Holeman, show that they were cognizant to some extent of the losses complained of, and it is admitted that it would, under the circumstances, have been, perhaps, impossible to identify the tribes to which the offenders belonged, and impracticable as well as useless, had they been known, to have adopted the regular and exact courses prescribed, or to have submitted the matter to them; but the law is imperative that it should be done."

Your committee are of opinion that only so much of the law of 1854 as was applicable to the Territory of Utah was extended over it by the 7th section of the act of February, 1851. At that date the Territory of Utah was unexplored. What tribes inhabited or make it a place of resort was then, and still is, unkown to the government. No treaties of peace and amity were then, or have since been, made.

So much of the law as looked to a regular course of transactions with them as known to savage communities under the regular course of treaties of peace was, and still is, inapplicable. The preparation of documents stating the losses and the tribes to which the assailing Indians belonged was not, in the opinion of the committee, applicable to these Indians, and was impracticable. All the sufferers could do was to report the injuries to the superintendent and agent, and claim the protection of the government. This the committee are satisfied has been done.

But the committee are further of opinion that so much of the law

of 1854 as prohibited the injured party from seeking private satisfaction or redress did apply to the Territory, and also so much as promised payment by the government did apply.

The party was restrained from seeking private redress to preserve the country from an Indian war, and this restraint was the consideration of the promise of indemnity. The government, by this law, took the matter in its own hands. It restrained the injured party from seeking redress and promised to make good his losses.

Your committee are of opinion the widow of Absalom Woodward and George Chorpenning are entitled to compensation for the losses, and, as no annuities are payable to these Indians, the parties are entitled to payment from the treasury.

The number of horses and mules lost, as stated above, is eighty-three (83) mules and horses of Woodward and Chorpenning, killed prior to July 1, 1852, and eighty-six (86) mules and horses of Chorpenning, killed from July 1, 1852, to March, 1856.

These animals are proved to be worth from $200 to $500 each. Nor does this sum seem to your committee extravagant. The route was between Salt Lake and California; none but the best stock could perform the service. For, in addition to the length of the trip, there were changes of grass, and climate, and water, which would destroy the constitution of any but the very best animals. The prices of stock at Salt Lake and in California were high, and when an animal well suited to the service was procured his value to the contractors was doubtless $500.

Your committee, therefore, think it reasonable to take the sum of $350, the difference between $200 and $500, as the average price of each animal, and thus ascertain the eighty-three animals of Messrs. Woodward and Chorpenning, killed, to be worth $29,050. To this must be added $3,275 for other property lost, making $32,325. This does not include the money lost when Woodward was killed. This money was estimated by the witnesses at from $2,000 to $5,000. But as the coin was not counted, and the witnesses could only estimate from appearances, the committee adopt the lowest sum, and recommend this loss to be placed at $2,000, making the losses up to the 1st July, 1852, $34,325. On the eighty-six mules and horses lost by Chorpenning from the 1st July, 1852, to 1st March, 1856, they place the same average value of $350, making the loss $30,100, to which must be added for losses of other property $570, in all, $30,670. Your committee recommend the sum of $34,325 to be paid to Elizabeth Woodward, the widow of Absalom Woodward, and George Chorpenning, and the sum of $30,670 to be paid to George Chorpenning. The committee therefore report the accompanying joint resolution, and respectfully ask its passage.

37TH CONGRESS, 3d Session. } HOUSE OF REPRESENTATIVES. { REPORT No. 62.

BRIGHAM YOUNG.

[To accompany bill H. R. No. 788.]

MARCH 3, 1863.—Ordered to be printed.

Mr. ALDRICH, from the Committee on Indian Affairs, made the following

REPORT.

The Committee on Indian Affairs, to whom were referred the unsettled accounts of Brigham Young, late governor and ex officio superintendent of Indian affairs in Utah Territory, for the fourth quarter of 1856; *first, second, third, and fourth quarters of* 1857; *and first and second quarters of* 1858, *have had the same under consideration, and beg leave to submit the following report thereon:*

That said accounts were suspended by the Commissioners of Indian Affairs for the want of the necessary funds to liquidate them, and also because the department was not satisfied that the expenditures and disbursements embraced in them were made in good faith for the Indian service, and desired further information on the subject. A suggestion to this effect by the department caused a provision to be inserted in the act of Congress approved March 2, 1861, entitled "An act making appropriations for sundry civil expenses of the government for the year ending June 30, 1862," the sixth section of which reads as follows:

"SEC. 6. *And be it further enacted*, That the Commissioner of Indian Affairs be directed to examine the accounts of Brigham Young, late governor of Utah Territory, and *ex officio* superintendent of Indian affairs, for disbursements alleged to have been made by him on account of the Indian service in said Territory, and report a statement thereof to Congress."—(See pamphlet copy Statutes at Large, passed at the 2d session of the 36th Congress, 1860–'61.)

In August, 1860, copies of said accounts were furnished to Benjamin Davies, then superintendent of Indian affairs in said Territory, with instructions to investigate the same with rigid scrutiny, and report thereon. Said investigation was commenced by said Superintendent Davies, at his office in Great Salt Lake City, on the 7th day of February, 1861, and the same was carefully and rigidly conducted by an examination, as stated by said Superintendent Davies, of "each item" charged for in said accounts, and the governor, surveyor general, chief justice of the United States court, merchants, and other

citizens of the United States temporarily residing in Utah, were also examined under oath by said Superintendent Davies touching said accounts, and that a full account of all the proceedings had in connexion therewith was duly reported on the 18th February, 1861, to the Commissioner of Indian Affairs, including all of the evidence taken, which was reduced to writing and signed by witnesses, and the conclusions of said Superintendent Davies thereon.

The instructions from the Commissioner of Indian Affairs to Superintendent Davies to investigate said accounts anticipated the action of Congress, and the said investigation was conducted in strict compliance with the mandate expressed in the said section 6, hereinbefore quoted.

From all the facts which have come before us, the committee are of opinion that the expenditures stated in the accounts of Superintendent Young as having been made by him were necessary, and were so made in good faith for the Indian service, and that the government of the United States is justly indebted to said Superintendent Young, on account of said outlays and expenditures, the sum of $38,487 53, which in justice and good faith should be promptly paid; wherefore the committee recommend that an appropriation be made for that purpose.

EXPENDITURES.

The United States to Brigham Young, late governor and superintendent of Indian affairs, Dr.

Fourth quarter, 1856, as per abstract	$4, 301 30
Fourth quarter, 1856, Lambert, blacksmithing	326 38
Fourth quarter, 1856, Gilbert & Gerrish, blacksmithing	500 00
Fourth quarter, 1856, Whiston, blacksmithing	562 50
Fourth quarter, 1856, Pendleton, salary	700 00
First quarter, 1857, as per abstract	2, 878 35
First quarter, 1857, Whiston, blacksmithing	192 50
Second quarter, 1857, as per abstract	7, 035 75
Second quarter, 1857, Gilbert & Gerrish, blacksmithing	500 00
Second quarter, 1857, Whiston, blacksmithing	195 00
Second quarter, 1857, Pendleton, blacksmithing	175 00
Third quarter, 1857, as per abstract	6, 411 38
Fourth quarter, 1857, as per abstract	9, 174 44
First quarter, 1858, as per abstract	2, 749 11
Second quarter, 1858, as per abstract	7, 068 57
	42, 770 28
Due by Governor Young at the end of third quarter, 1856, as appears by the books in the Indian office	4, 282 75
Amount due Governor Young	38, 487 53

37TH CONGRESS, 3d Session. } HOUSE OF REPRESENTATIVES. { REPORT No. 63.

RAILROAD FROM WASHINGTON CITY TO NEW YORK.

[To accompany bill H. R No. 793.]

MARCH 3, 1863 —Laid on the table, and ordered to be printed.

Mr. FENTON, from the select committee appointed by resolution, made the following

REPORT.

The select committee appointed in pursuance of the resolution of the House, passed January 12, 1863, to inquire into the expediency and necessity of establishing a military and post road from the city of New York to the city of Washington, in order to facilitate the transportation of the mails and arms, troops and munitions of war, having had the subject-matter under consideration, beg leave to submit the following report:

The expediency of the general government providing a postal and military highway, always subject to its control, connecting the commercial metropolis with the political capital of the nation, would seem so obvious as to admit of little controversy; and the experience of the last two years of civil war, the possible contingency of future conflicts with foreign powers, have awakened public attention to the isolated condition in which our government and its capital might be placed, if dependent alone on existing means of transportation or such only as local or State interest or convenience may provide, and establishes not only the expediency but the necessity of the government authorizing, under proper restrictions, the construction of such other communications as will facilitate the mail service of the government and country and furnish ready and ample transportation for soldiers, seamen, munitions of war, army and naval supplies, as may at any and all time be required by the exigencies of the government, thereby securing the national capital, with its archives and vast accumulation of public treasure, from the contingencies to which they have been and may be subjected under existing means of communication, or such only as State authority or local interest may supply; for, without intending unjust reflection upon a State or people now loyal and devoted to the Union, we may properly refer to the apprehension and alarm everywhere, and especially here, entertained at a trying period in our present civil disorders, lest State authority and power should interpose to interrupt the march of armies hastening to the defence and preservation of the capital.

In view, then, of the largely increased and constantly increasing demands upon the government for additional mail facilities and means of transport for public stores and property, and those engaged in prosecution of the war, your committee respectfully submit, as the result of their deliberations, their unanimous conviction that the general government, without delay, should exercise its constitutional power in the opening up of a new, continuous, less obstructed, national avenue of transport and travel between Washington city and New York.

The first question engaging the attention of your committee was the one of constitutional power; and, after due deliberation, aided by such lights as they have been able to consult, they entertain no doubt of the authority of the government to create this important arm of its service as a means of providing for the common defence and the general welfare of its people. The establishment of post roads is one of the powers of Congress expressly enumerated in the Constitution, as is also the authority to make all laws which shall be necessary and proper for carrying into effect all other powers vested by the Constitution in the government of the United States; and the narrowest possible construction of these powers will hardly deny the government right to provide for the protection of its capital and for transporting with utmost despatch of military forces and munitions of war in times of national peril such as now, unhappily, confronts us.

Your committee have not overlooked or undervalued, as they believe, the facilities already existing, or the injury, if any, to present lines of communication likely to result from the establishing of another route more especially under patronage of the government.

It is a singular circumstance that no other considerable city in the Union is so deficient in public means of approach to or departure from it as is the national capital. Hardly a city of consequence inland throughout the country, on the seaboard or the lakes, but is the centre of various avenues for communication; and it is known that long ere this, but for hostile State interests and legislation, private enterprise would have established a competing line on the route under consideration; and the fact that the inhabitants of Washington, Georgetown, and Alexandria, with those of the surrounding country, computed by hundreds of thousands, together with near a quarter of a million of troops, have been obliged, during the last two years, to depend for supplies mainly on a single track railroad between Washington and Baltimore, has increased largely the expenses of subsistence, thus placing the inhabitants of the national capital and surrounding it on unjust and ruinous inequality with citizens of other sections of the country.

Various and forcible objections to present railroad communication between Washington and New York have been urged upon the attention of your committee.

There are three serious breaks in the present line: one at Baltimore, one at the Susquehanna, and another at Philadelphia, over neither of which the engine hauls the train; but it must be detached, the train broken up and hauled by horse-power over considerable dis-

tances, or transported on ferry-boats to the next regular track, occasioning delay of at least two and one-half hours the most successful trips, and generally from four to five hours, and consequent perplexity and annoyance. The railroads composing the present route have only a single track for the greater portion of the distance, rendering them inadequte to accommodate with safety and despatch the large passenger and freight business naturally seeking transit over them. The gauges of the railroads between Washington and Philadelphia are four feet eight and one-half inches, while the gauge between Philadelphia and New York is four feet ten inches, as required by the statute laws of the several States, thus rendering it impossible to run the same cars over the entire distance with ordinary speed and safety, even were the tracks connected so as to be traversed by an engine the whole distance. The present and usual rates for passengers and freights are, at least, twenty-five per cent. higher than those charged on other railroad lines for similar distances. The accommodations provided for first and second class passengers, as well as for soldiers and seamen, never has been such as to give satisfaction to the government or the public, falling far behind those of other railroads in the country. The government has no compulsory power without special legislation to exercise proper and necessary control in time of war, insurrection, or invasion, over the various railroad lines composing the present route; and, in case of emergency, should Congress exercise such control, the government will be subject to large claims by the railroad companies, by reason of the interruption of their ordinary business.

Were the government invested with full control over the lines composing the present route for the transportation of troops, seamen, and government supplies, without extra charge or claims for damage, yet the efficiency of the route, and its capacity for such purposes of transportation, fall far below, and cannot be made equal to, the probable demands of the government and people.

These and other considerations have influenced the committee in the conclusions to which they have arrived.

It is believed and sufficiently established that there is now, and always will be, sufficient travel and transport between Washington and New York to employ and afford liberal support to at least two competing lines of railroad, and that the government and business wants of the people require more than one route, and that route created and controlled by State interest and legislation—a powerful, if not objectionable, monopoly. It is not probable that the several States traversed by the present route will ever charter competing lines while existing corporations, in consideration of such valuable franchises, contribute so largely to the revenues of the States, and exercise corresponding influence over State legislation.

It seems, therefore, to your committee both expedient and necessary that Congress should interpose, in proper exercise of its constitutional authority, to correct existing evils, promote the public welfare, and lessen the embarrassments of the public service. In

doing this, they should not unnecessarily impair the property or franchises of individuals.

In authorizing and encouraging another route, it is not necessary, perhaps not expedient, to interfere in any manner with the present mail-route between Washington and New York, which is located and managed with the view of affording proper business facilities to the cities of Washington, Baltimore, Philadelphia, Trenton, and New York, which it connects; and we cannot doubt that the local commerce and travel of these great commercial centres, swelled by tributes from the fertile and populous country along its line, will continue to afford it ample employment and liberal revenue.

Had the government, at the outbreak of hostilities, commenced and prosecuted, with the abundant means at its command, an independent line of railroad from Washington to New York, it is believed that the advantage realized in the economy of the public service, and more especially in the increased facilities for rapid transportation of troops and supplies, would have more than compensated any necessary expenditure in its construction.

In view, therefore, of the foregoing considerations, it is respectfully recommended that the present Congress authorize the establishment of a postal and military railway, with all usual and necessary facilities for the purpose contemplated; the maximum through time and rates of charges to be limited and defined, securing to the government without extra compensation priority and preference in all cases requiring despatch; always subject to the proper control of the government, which shall be officially represented in its management, have supervisory direction of its location, of the basis of its finances and the character of its securities; obligated to grant all reasonable business facilities to connecting railroad lines, and to the country, towns, and cities through or near which the route shall pass; containing such just and liberal provisions as will invite and enlist private capital and enterprise in the construction and maintenance of a first-class, double track railway, on the best practicable route over the entire distance, amply equipped and provided, and adequate to the measureless traffic and travel it will share.

Were the question one of government appropriation in these times of civil disorder and enormous expenditure of public treasure, however great the convenience or necessity, we might hesitate and shrink from involving the national treasury or credit in additional embarrassment. But when private enterprise and capital, encouraged by promise of government patronage, such as the necessities of its service will supply, only asking the prestige of government sanction and authority, and proposing to be subject to all proper control of the power conferring these advantages, are willing to embark in a work of such incalculable advantage to the government, so essential in time of war to the protection of the capital, and at all times to the welfare of its citizens and surrounding population, so useful and convenient to the public at large, and almost indispensable in time of domestic or foreign war, we can hardly conceive of opposition, except such as may come from existing railroad lines heretofore con-

trolling the business of the government and the people, or such as will be urged by clashing interests or sectional intervention. And we cannot but congratulate the government and the country on the possession of citizens of liberal impulse and enlarged views, willing to aid in an enterprise so honorable to their public spirit, so useful and beneficent to the government and the country, the construction of a magnificent avenue for transport and travel, connecting the capital of the nation with its greatest commercial mart by a more than Appian way.

Believing that the bill herewith submitted provides to a reasonable extent for all objects desirable on behalf of the government, and that under its provisions, if they shall become a law, a great national military and post road will be speedily constructed, without material prejudice to existing interests of corporations or individuals, securing immense advantage to the government without burdening its finances or its credit, your committee submit the accompanying bill, and unanimously recommend its passage.

37TH CONGRESS, 3d Session. } HOUSE OF REPRESENTATIVES. { REPORT No. 64.

EMPLOYÉS INTERESTED IN BANKS OR GOVERNMENT CONTRACTS.

MARCH 3, 1863.—Laid on the table and ordered to be printed.

Mr. TRAIN, from the select committee to inquire whether any employés of the government are interested in the banks or government contracts, made the following

REPORT.

The committee to whom was referred a resolution of the House, directing them to inquire whether any employés in any department of the government are connected with banking-houses, or any parties doing business in stocks or government contracts, beg leave to report:

That owing to the sickness of two members of the committee, and the absence of a third, the committee could not commence their investigations in season to accomplish the object sought by the resolution. They therefore ask to be discharged from the further consideration of the subject.

IN THE HOUSE OF REPRESENTATIVES,
December 22, 1862.

On motion of Mr. TRAIN.

Resolved, That a select committee of five be appointed to inquire whether any officer or employé in any department of the government is a partner, or interested, directly or indirectly, in any banking-house, money corporation, or other business firm having contracts with the government or dealing in stocks or other property; and that said committee have power to send for persons and papers, and to employ a stenographic clerk, at the rate of compensation usually paid to such an officer; and that said committee have authority to report at any time by bill or otherwise.

Attest: EM. ETHERIDGE, *Clerk.*

The Speaker appointed as the committee aforesaid: Messrs. Charles R. Train, of Massachusetts; John A. Bingham, of Ohio; Chauncey Vibbard, of New York; James H. Campbell, of Pennsylvania; and C. L. L. Leary, of Maryland.

TUESDAY, *February* 3, 1863.

Michael F. Noell appeared and made the following statement to the committee:

I reside in the city of Philadelphia; my business has been connected with the manufacture of tents, clothing, and general manufacture. I propose to show in this wise: That Mr. Calhoun Derringer, confidential clerk of Colonel Crosman, of Philadelphia, (reported by Colonel Crosman as a clerk in his employ.) was from time to time engaged in and about the factory of Charles C. Roberts, then a contractor for tents for the United States government; that he did there personally attend and pay the hands off; he did listen to disputes there, and did pay the adjudication without the consent of Mr. Roberts, the then supposed proprietor of the establishment; that on one occasion when the hands were to be paid off, (I propose to prove by William D. Coates, of the city of Philadelphia,) that this Derringer did take the money out of the drawer, count it, give some to one man, some to another, and put the balance in his pocket; that, upon another occasion, when there was a strike of the sailmakers or tentmakers, as they are called, Mr. Charles C. Roberts did state to these men that if they would continue to work at the prices he was paying them he would guarantee them work for three months, and did say to them that if he did not, he would pay them their wages; and, to substantiate his statement, he did refer to said Derringer, and said Calhoun Derringer did reply that he could do so, for so long as there were tents in the market he would have them.

I propose to show by Mr. John Welsh, of the city of Philadelphia, that he was called upon by Mr. Timmons, an inspector at the arsenal, to make estimates for making a lot of 800 common service tents for an order given to Charles C. Roberts; that Mr. Welsh did make an estimate, and that estimate was made by Mr. Welsh from statements and figures handed in to him at the arsenal, and not from his own knowledge of the value of the goods; that at that time this inspector told Mr. Welsh that Mr. Derringer said these tents must not be valued at less than $15 50 per tent. I propose to show by Mr. Welsh that Mr. Derringer was to receive for the passage of these tents through the arsenal $1 50 apiece, and that these tents were perfectly valueless.

I propose to show by Mr. Hutchins, of the firm of Hutchins & Co., Boston, that they were the lowest bidders for some 5,300 wall tents, to be made of standard cotton duck; that their bid was $50 44; that Hutchins & Co. were seen by Mr. Jarvis Slade, of the firm of Smith, Slade & Co., of Boston, and were requested to withdraw their bid of $50 44, provided he took their tents from them at that price; that Colonel Crosman, deputy quartermaster United States army at Philadelphia, did so request, and that said Hutchins & Co. did so withdraw their bid; that in the neighborhood of some two or three days afterwards Colonel Crosman did issue, without public bidding, to said Jarvis Slade, an order for 6,000 wall tents, at the rate of $55 per tent; that these tents were delivered at the arsenal at that price,

and were the actual tents made upon the bid of Hutchins & Co., of Boston, at $50 44; that they were received by Slade, and that Slade was paid $55 apiece for them.

Mr. John Welsh will testify substantially as follows:

"At one time Colonel Crosman sent for me, and said he had some French tent-poles on hand, and he would like to have some tents made up, so that he could get the poles out of the arsenal. He said to me that he (the colonel) had authorized an agent to go to Dundee, Scotland, to purchase linen duck, that this gentleman was back, and that he (the colonel) would endeavor to persuade him to let me have enough of this duck to make the tents out of, but he did not know whether he would or not, for he (the colonel) supposed he would want to work it all up himself. I told him I thanked him, but that I did not want to use any of the English linen; that it was not fit to use for tents when cotton could be had; that I did not care about working up any English goods anyhow after the way England had acted towards this country. The colonel said that Dundee was not in England.

"About the middle of October, 1862, after Colonel Crosman had given out 15,000 common service tents and 6,000 wall tents, to be made at $25 for common tents and $55 for wall tents, I took him to task for giving the common tents at $25 when he could have got them for $21. He said that Mr. Slade was the only man who could manufacture these tents as fast as the government wanted them. I made 2,000 twelve-ounce tents in the neighborhood of September or October, 1862, which I did not get by bidding for them. Colonel Crosman gave an order for the same price he was paying another party by the name of Slade, who got 15,000 of the same tents to make, with this difference: I was required to make them of twelve-ounce duck, while Mr. Slade was allowed to make them of ten-ounce duck. The price was $25 per tent. He gave Mr. Slade 15,000 tents to make. I wanted some to make, but he refused to give me an order. I then offered to make him 2,000 tents of twelve-ounce duck for the same price he gave to Mr. Slade for ten-ounce duck. The difference in the cost per tent is $3. The day before the news came that General Pope was beaten in Virginia I was in and offered Colonel Crosman some wall tents I had on hand. I think I had some two or three hundred. I offered them to him for $53 per tent. That was a fair price. There was but a fair profit in it at that price. He declined taking them at that price. The next day Colonel Crosman sent for me, and asked me how many wall tents I had on hand. I told him. He said he would take them; that I should send them to the arsenal the next morning the first thing, and he would pay me the same price he was paying Mr. Slade for some he had just ordered; this was at $55 per tent. He did so. I would have sold them for $53 per tent had the colonel so requested. The colonel made me no offer. He told me to send them at the same price he was paying Mr. Slade. I was shown a sample of linen drill duck, and was told that this was the material of which tents were being made, meaning common service tents. It was brought to me at Charles E. Miller's shop, and shown to me by

one of the workmen. Mr. Miller was making these tents for Mr. Roberts. This linen was what we tent-makers call farmers' drill. I then, in a day or two, stepped into Mr. Miller's shop and got to talking to his foreman about what hard truck it was to make tents to put soldiers in. The foreman was like me—he thought it was hard truck to make tents to put soldiers in. I then went to see Mr. Timmons, who was tent inspector at that time. I told him of what material they were making these tents, and advised him as a friend to reject them and not to pass them. He told me he had a considerable quantity of them, and had piled them up, and had refused to have anything to do with them. The next time I saw him he said it was all right; that the colonel had sent him down a sealed sample with an order to pass them, but that Roberts had got to make a reduction on them of, I think, $3 per tent. These tents, for service, were worth nothing at all. I told them (meaning the officers of the government at the arsenal) that I would not put a respectable dog under one of them.

"After the estimate from figures given me by Mr. Timmons, I made an estimate of what it would actually cost to purchase this duck and make these tents. It amounted to $11 50. I gave the figures to Mr. John W. Evermore, and he made a bid based upon my figures. Had I made these tents at the price of $11 50, they would have been equally worthless. This bid was submitted to the colonel for the purpose of showing him how these tents had been passed at a price far above their value. I went to some of the encampments and saw these tents, and asked the soldiers if they could keep dry under them. They informed me they could keep try better out doors than they could under these tents.

"About the middle of October, after I had been through the army, I went back home to Philadelphia. I saw Colonel Crosman, and told him how the soldiers were complaining about these tents. I told him (Colonel Crosman) I would not put a respectable dog under them. He said the linen tent was better than the cotton tent; that it would stand mildew better and wear longer. This was all he said.

"The order Mr. Timmons received from Colonel Crosman, which the books will show, I presume was written—I suppose Mr. Timmons has. He is a pretty shrewd fellow."

"JANUARY 21, 1863.

"This morning I spoke to some of the men working for Captain Thomas, repairing tents in Washington. They said that these tents (meaning the linen tents) were not worth repairing; and yet these tents had all been made within the last six months.

"I cannot complain of the way Colonel Crosman treated me. When he gave me work I was hardly ever required to file bonds until the work had been performed; while I have heard that others had to file their bonds at once."

After the defeat of General Pope's army, when Colonel Crosman sent for Mr. Welsh, he met Jarvis Slade, and he told him (Mr. Welsh) that if he would give him a dollar a tent he would pass his tents to the

colonel at $55 a tent. He refused to do so, and the colonel took them at $55 without the reduction, telling him that he would pay him the same price he paid to Mr. Slade. I propose to show that Colonel Crosman, at a period of time which his books will show, advertised for contracts for making 26 tents; that Mr. Welsh was a bidder for these 26 tents; that he was the highest bidder; and that when bids were put in for 26 tents, Colonel Crosman gave out several thousand. Mr. Welsh will testify, and so will others, that they did not care to make 26 tents; that they would have made even hundreds, and much more, thousands, for a less price.

Thomas H. Wilder will testify that about the month of May, 1862, Colonel Crosman advertised for proposals for 100 hospital tents, to be made as follows: The tent to be made of 12-ounce cotton duck, and the fly of 10-ounce cotton duck. Mr. Wilder says: "I bid for these tents, and was the lowest bidder at $57 50 per tent. The colonel called for me, and told me it had been the custom to divide up the tents with other bidders.

"I told him I was the lowest bidder, and claimed them on that account. He said I had no claim on them; that he could do just as he pleased about awarding them. (The act of Congress expressly states that these tents shall be let to the lowest responsible bidder.) Then he told me he had already given out 400 of these tents before the proposals had been opened, and that they were already in the hands of parties making them. I asked him how many he proposed to give me of what was left. He said 300. I told him I wanted all of what was left, or none. He replied that I need have none. He manifested a great deal of feeling about the matter. Then he asked me if I could furnish bonds. I told him yes; I could give him government paper as security. He told me he did not want that, but he wanted to be sure I could do the work; that if the work was not done the bonds did not amount to anything. He wanted to be sure the work would be done. The colonel limited me to ten days to complete my contract. The other parties who had received orders before the bids were opened were also limited to ten days, the same as I had from the opening of the bids. When the day fixed for the completion of the contract had expired, Mr. Timmons, the inspector, came down and wanted to know where the tents were. I had not sent in but few of them. Mr. Timmons said he had orders from Colonel Crosman not to receive my tents after the time fixed in the contract had expired. I then asked him if Slade's, Welsh's, Evermore's, and Roberts's tents were in. He said no, they were not in; that they could not get ropes. Mr. Timmons told me to send my tents in; and when I got ropes, to send them to the arsenal. I did so. It was impossible at the time to get ropes in the market; ropes could not be had. I made 600. The other 400, I understood, were made subject to the lowest bid.

"In July, 1862, Colonel Crosman advertised for proposals for twenty-six tents, twelve-ounce or ten-ounce duck. Every man in the habit of bidding went in and bid. Mr. Evermore and myself were the lowest bidders for these twenty-six tents. After the Colonel

had awarded these tents to me he gave out several hundreds; I know of three hundred of the same tents. He gave Mr. Welsh 50 or 100. Mr. Welsh was also one of the bidders for the twenty-six tents. He put his bid high because he did not care to make twenty-six tents. In conversation at the office we thought it strange that the colonel should advertise for proposals for making twenty-six tents when he wanted more, and we had seen him give out several thousand on order without public bidding. The giving out of these tents prior to the opening of the bids inflates the market in respect to duck, and, it necessarily follows, does injustice to the bidders; because if one man buys up duck to make 500 tents, he carries a large amount of duck off the market, and duck immediately goes up in price."

Mr. Wilder will testify to a various number of transactions similar to this.

After a disturbance had been raised about these tents, Colonel Crosman had given to Charles C. Roberts a contract for 50,000 haversacks and 50,000 knapsacks, to work up his shoddy cloth. I will prove that Jarvis Slade did state to Mr. Wilder that, with all the disturbance that had been made about these tents, Colonel Crosman has given this order to work up his shoddy; and every one of his haversacks was a fraud upon the government, for they were not linen, they were shoddy.

I propose to show by Mr. Vanderslice, inspector, by whose authority they were passed.

Robert Roseman who was a tent inspector, of Philadelphia, at the arsenal, went to Colonel Crosman and told him of the frauds that were being perpetrated in passing goods. Colonel Crosman asked him to prefer charges. He told the colonel that if he wished to investigate the matter, to bring up the employés of the arsenal. He did not make charges for all he knew of the fact of these frauds. He did refuse to pass tents for Henry McCoombs, of Wilmington, now an officer of the army, and Mr. Timmons did pass some of these tents which Mr. Roseman refused to pass because they were not the standard; that Colonel Crosman sent Mr. Roseman a sealed sample, with a letter, ordering him to pass these tents for Mr. McCoombs.

Charles Sheldrick, of Philadelphia, said, in the presence of half a dozen witnesses, that he had counted in two wagons 4,000 tent-poles; that five wagons were sent to the arsenal at a time, and that he received a receipt for 5,000 tent-poles each time; that he had known of money being paid to the officers of the government at the arsenal; that the frauds became so great that he left the employ of Mr. Roberts because he was afraid to go any further.

George Barnes, formerly of the firm of Hand & Barnes, of the city of Philadelphia, did make tents for Charles Roberts; and that by the order of Mr. Roberts and Mr. Timmons, the inspector at the arsenel these tents were all cut so as to defraud the government, and the difference between the actual cost and the full complement, if the tents had been cut in accordance with the order, was divided between Roberts and the firm.

Andrew McFarlan, Mr. Hand, and James Wells will testify to the same facts.

William E. Hooper, of Baltimore, will testify to facts which have not come to my knowledge, but if called on he says he will testify.

I propose to place James Francis, of the city of Philadelphia, on the stand, and let him testify as to money paid by contractors to the tent-pin inspector. I propose to show, by other employés of the arsenel, that money has passed from contractors to employés of the government—transactions in such a position that outsiders could not get at them.

Mr. Dunham, of the firm of Dunham & Co., of Boston, will testify that these tents made by Jarvis Slade—the 15,000 common service tents—were not at all in accordance with the contract.

The present inspector at the arsenal, Wm. O'Neale, is in business with his son, and has this day a contract for tents, being made on the premises of the same O'Neale & Son, while he is inspector at the arsenal. Mr. O'Neale claims that it is his son's contract and not his; but the banner is flying on the outside, and their cards are still in circulation as O'Neale & Son.

Colonel McCoombs, of a Delaware regiment, an officer of the United States government, is now a contractor under the government. I can show that by Mr. Evermore and Mr. Wilder.

Mr. John W. Evermore, of Philadelphia, will testify that he has seen the hospital tents of Charles Roberts at the arsenal, and called the attention of Inspector Timmons to them. He asked him how he came to pass such truck. He said it was by order of Colonel Crosman they were passed.

These facts I can prove; and I submit that if I have shown that Colonel Crosman has been repeatedly told of these frauds, and has not instituted any inquiry, but, on the contrary, when his own government appointed inspectors, have told him of the frauds and declined to have any connexion in passing said goods, Colonel Crosman has, with all these representations of fraud, ordered by letter the passing and accepting of such goods under his seal manual of office, it will remain with the committee to direct such action as they may deem proper.

WEDNESDAY, *February* 4, 1863.

HENRY D. COOKE sworn and examined by Mr. Campbell:

Question. State your residence and occupation.

Answer. I reside in the city of Washington; I am a banker.

By Mr. Bingham:

Question. Do you know whether any officer or employé in any department of the government of the United States is a partner, or is interested, directly or indirectly, in any banking-house, moneyed corporation, or other business firm having contracts with the government, or dealing in stocks or other property?

Answer. No, sir, I do not.

Question. State whether you are an officer or employé in any department of the government of the United States.

Answer. No, sir. I might perhaps qualify the answer, to prevent any possible misunderstanding, by saying that I have been present, by request, as a witness at the burning of old demand notes, but for which I have received no pay, and which I do not suppose would constitute me an officer or employé of the government.

Question. Has your firm any contract with the government for the sale of their stocks or bonds?

Answer. No, sir; my brother, Jay Cooke, has been a subscription agent in accordance with a provision of law.

Question. Has your firm any agency, or do they hold any employment of any description under the government?

Answer. No, sir.

J. B. HUTCHINSON sworn and examined by Mr. Campbell:

Question. Where do you reside, and what is your business?

Answer. I am a banker in this city, of the firm of J. B. Hutchinson & Co.

Question. Do you hold any position under the government by appointment or contract?

Answer. I have had a contract for forage, and now have one for wood.

Question. You hold no office, appointment, or agency under the government?

Answer. Not the slightest.

By Mr. Bingham:

Question. State whether you know of any officer or employé in any department of the government of the United States being a partner, or interested, directly or indirectly, in any banking-house moneyed corporation, or other business firm having contracts with the government, or dealing in stocks or other property.

Answer. No, sir.

Question. Is there any officer or employé in any department of the government interested with you in any contract you have?

Answer. No, sir.

By Mr. Campbell:

Question. Do you know whether any government official, employé, or agent, has received any gift or valuable thing, money or otherwise, or promise, in connexion with or growing out of your wood contract, or any other contract, within your knowledge?

Answer. No, sir.

J. B. HUTCHINSON.

FRIDAY, *February* 6, 1863.

JOHN W. EVERMAN affirmed and examined by Mr. Bingham :

Question. State your residence and occupation.

Answer. I reside in Philadelphia. I am a dealer in cotton duck.

Question. State whether you are personally acquainted with any officer or employé of the United States government; and if any, with whom.

Answer. I am acquainted with Colonel Crosman and with the clerks in his office.

Question. What office is he in?

Answer. In the quartermaster's department of the United States. I am also acquainted with Captain A. Boyd, assistant quartermaster.

Question. Are they the only officers or employés in the service of the United States government you are acquainted with?

Answer. They are all at that place, in Philadelphia. I am acquainted with Captain Martin, at the arsenal, and with some of the mustering officers.

Question. State whether you know of any of these officers, or of any other officers or employés of the United States government being connected, directly or indirectly, with or interested in any banking or money corporation.

Answer. I do not.

Question. Or with any business firms having contracts with the government?

Answer. I do not.

Question. Or dealing in stocks or other property?

Answer. No, sir.

Question. You know nothing about anything of the kind?

Answer. Nothing more than that I have heard, by common report around Philadelphia, that Jay Cooke & Co., who are agents of the government here, are interested in the contract of Lippencott, Hunter & Scott for 100,000 overcoats.

Question. Are these the only officers of the government of whom you have heard as being interested in government contracts?

Answer. Colonel H. M. McCoombs, of Wilmington, it it said, is the colonel of a Delaware regiment, appointed by the War Department. It is said that he has contracts under Colonel Crosman.

Question. Do you know that he has contracts with the government?

Answer. I know that he has a contract with Colonel Crosman, and it is said that he is the colonel of a regiment. I only know that fact by hearsay.

Question. Is that all you know about it?

Answer. That is all I know about it.

Question. Did you ever hear any of the officers you have mentioned speak of his having a contract?

Answer. I never did.

Question. From whom did you hear that Colonel McCoombs had a contract?

Answer. I have seen his bids in the quartermaster's office when I have been putting in my own.

Question. What quartermaster's office?

Answer. Colonel Crosman's.

Question. What bids?

Answer. Bids for various articles, shoes, overcoats, &c.

Question. Charges of his against the government, or what?

Answer. When goods are brought to the arsenal there are three bills made out giving the quantity of goods, but no price. When they get into the bookkeeper's office the price is inserted, and they are then taken to another clerk who carries out the amount. I know that Colonel McCoombs had a contract, for I have seen the entries on the books at the quartermaster's office.

WILLIAM E. HOOPER sworn and examined by Mr. Bingham:

Question. What is your residence and occupation?

Answer. I reside in Baltimore; I am a manufacturer.

Question. State if you know whether any officer or employé in any department of the government is a partner, or interested, directly or indirectly, in any banking-house, money corporation, or other business firm having contracts with the government, or dealing in stocks or other property.

Answer. I do not.

Question. Do you know of any officer or employé of the government who is interested, directly or indirectly, in any government contract?

Answer. I do not.

Question. Do you know of any officer or employé of the government, or in any department of the government, receiving any present from any contractor?

Answer. Not of my own knowledge.

Question. Have you ever heard of such a thing?

Answer. The only thing I ever heard of was that a portrait of Colonel Crosman was exhibited in the store of Mr. Earle, on Chestnut street, with the remark that it was presented by the contractors to Colonel Crosman. I did not see it myself, and only know it from hearsay.

Question. State whether you know anything in the conduct of Colonel Crosman which indicated that he was interested in any contract.

Answer. My transactions with Colonel Crosman were of such short duration that I had no opportunity of knowing any such thing if it existed. I never saw Colonel Crosman but twice prior to my getting my contract.

Question. Do you know of his dealing through a third person in the stocks of the government?

Answer. Certainly not. I was not in a position, living in an adjoining State, to know of any such transaction. I could not know it.

JOHN WELSH sworn and examined by Mr. Bingham:

Question. State your residence and occupation.

Answer. I reside in Philadelphia; my occupation is sail or tent-maker.

Question. State whether you know of any officer or employé in any department of the government being a partner, or interested, directly or indirectly, in any banking-house, money corporation, or other business firm having contracts with the government, or dealing in stocks or other property.

Answer. I do not.

Question. State whether you have heard, and if so, from whom, of any officer or employé of any department of the government being so interested, directly or indirectly, in any contract with any banking-house or in any firm dealing in stocks or other property.

Answer. I never did.

Question. State whether you know of a Mr. Derringer, in the quartermaster's office of Colonel Crosman, in Philadelphia, being interested in any contract with the government?

Answer. I only know that I have heard that he was interested in a contract for making tents.

Question. From whom did you hear that?

Answer. I think Mr. M. F. Noell gave me as much information in reference to it as anybody.

Question. State whether you made an estimate, at the request of any officer, of the cost of making tents; and if so, the circumstances connected with it.

Answer. Mr. Thomas Timmons, inspector of tents at the arsenal, brought me a list of prices of a certain material, and asked me what I would make the tents out of them for. I made an estimate, which he did not accept. There was another person present who also made an estimate, and I think he took his figures.

Question. What was the other person's name?

Answer. His name was Miller. I think Mr. Timmons said, though I am not positive, that it was the request of Mr. Derringer that the tents should not be valued under such a price.

JAMES WELLS sworn and examined by Mr. Bingham:

Question. State your residence and occupation.

Answer. My residence is in the city of Philadelphia. I am a sail-maker.

Question. State if you know that any officer or employé in any department of the government of the United States is a partner, or interested, directly or indirectly, in any banking-house, money corporation, or other business firm having contracts with the government, or dealing in stocks or other property.

Answer. No, sir; I cannot say that I do.

Question. State whether you know of any officer or employé in any department of the government who is interested in any government contracts whatever, directly or indirectly.

Answer. No, sir; I cannot say that I do.

Question. State whether you know of any clerk or other employé of any department of the government of the United States having any interest in any firm or person having contracts with the government.

Answer. I cannot say that I know of any such person. I have heard tell of a man paying off the hands in an establishment having a contract with the government. I think his name is Derringer.

Question. A clerk or employé in what department of the government?

Answer. He is a clerk in Colonel Crosman's office in Philadelphia.

Question. What hands did he pay off; where and when?

Answer. He did not pay me any money. I understood that he paid off men, but I cannot say I know it, for I did not see it.

Question. What men?

Answer. The men employed by Mr. Charles C. Roberts.

Question. Were these men he paid off contractors with the government?

Answer. No, sir; they were employed by Mr. Roberts, who was a contractor, I believe.

Question. Do you know that he did pay off Mr. Roberts's men?

Answer. No, sir; I do not know it, for I did not see it.

Question. From whom did you hear it?

Answer. I have heard several men speak about it. I heard Mr. Noel state something about it some time ago. I think I heard Israel Hand mention it. He was a partner of mine. If Mr. Derringer paid off anybody for Mr. Roberts, he must have paid him. He was employed by Mr. Roberts at that time.

Question. You do not know whether he paid Mr. Hand or not?

Answer. I only know from hearsay.

Question. Is that all you know about the matter?

Answer. Yes, sir.

THOMAS D. WILDER sworn and examined by Mr. Bingham:

Question. State your residence and occupation.

Answer. My residence is in Philadelphia. My occupation is sail and tent maker.

Question. State if you know that any officer or employé in any department of the government is a partner, or interested, directly or indirectly, in any banking-house, money corporation, or other business firm, having contracts with the government, or dealing in stocks or other property?

Answer. I do not.

Question. State if you have any information that any officer or employé of the government is interested, directly or indirectly, in any contract with the government.

Answer. No, sir; I have no information of any parties in the employment of the government more than the reports circulated about the city of Philadelphia.

Question. State if you have heard any person say that any officer in any department of the government had any interest, directly or indirectly, in any contract with the government.

Answer. I never heard any one say they had.

37TH CONGRESS, 3d Session. } HOUSE OF REPRESENTATIVES. { REPORT C. C. No. 294.

DANIEL WORMER.

[To accompany bill H. R. C. C. 114.]

DECEMBER 23, 1862.—Ordered to be printed.

The COURT OF CLAIMS made the following

REPORT.

To the honorable the Senate and House of Representatives of the United States in Congress assembled:

The Court of Claims respectfully presents the following documents as the report in the case of

DANIEL WORMER vs. THE UNITED STATES.

1. The petition of the claimant.
2. Claimant's bill of particulars.
3. Claimant's evidence.
4. Evidence for the United States.
5. Claimant's brief.
6. United States solicitor's brief.
7. Opinion of the court allowing claimant $1,778 36.
8. Bill for the relief of claimant.

By order of the Court of Claims.

In testimony whereof, I have hereunto set my hand and affixed the seal of said court, at Washington, this —— day of ———, [L. S.] A. D. 185—.

SAM'L H. HUNTINGTON,
Chief Clerk Court of Claims.

To the honorable the Court of Claims of the United States:

The petition of Daniel Wormer, a citizen of the United States, resident in the city of Albany, in the State of New York, respectfully showeth to this court that on the nineteenth day of January, A. D. 1853, he entered into and executed a certain contract or agreement with J. J. Abert, colonel of the corps of topographical engineers, acting upon the part of the government of the United States, and under the direction of the then Department of War, which said contract is in the words and figures following, to wit:

"This agreement, made this nineteenth day of January, 1853, between J. J. Abert, colonel of the corps of topographical engineers, in the service of the United States, acting with the consent and under the direction of the Hon. Charles M. Conrad, Secretary of War, of the first part, and Daniel Wormer, of Albany, in the State of New York, of the second part, witnesseth:

"The said Daniel Wormer does hereby agree and contract to furnish and deliver at Sodus Bay, Cayuga county, New York, at such points as may be designated by the officer or agent in charge of the harbor construction about to be commenced at that place, the following described materials, to wit:

"Two hundred and eighty pieces of hewn timber, (one-third white oak, one-third beech, and one-third maple,) each thirty feet long, to square fourteen inches.

"Four hundred pieces, do., do., each thirty feet long, to square twelve inches.

"Nine thousand pounds best quality one and one-half inch bolt iron, in pieces twelve and fifteen feet long.

"Six hundred and fifty cords good hard stone, for crib-ballast, each cord to measure one hundred and twenty-eight cubic feet.

"Eighty thousand feet, board measure, three-inch pine plank, six inches wide.

"To be delivered as follows:

"One-third of the timber, plank, and iron, by the 10th day of May next; one-third by the 31st day of May; one-third by the 30th day of June next.

"One-third of the stone by the 31st day of May next; one-third by the 15th day of June; one-third by the 30th day of June next. The timber and plank to be free from splits, rents, and other imperfections.

"The articles, as delivered on these several specified days, to be measured and inspected by the officer or agent in charge of the improvement of said harbor, and if approved and received, the quantities so approved and received to be paid for at the prices hereinafter stated, less ten per centum thereof; which per centum will be retained from the contractor until the contract shall have been fully executed; when the amount so retained will be paid to him; and in case of a failure to complete the contract, the amount of the retained per centum will be forfeited to the United States, in addition to and irrespective of any other penalty which may attach to the non-fulfilment of this contract.

"The aforesaid Colonel J. J. Abert, acting as before stated, contracts and engages that payments shall be made to the party of the second part, before named, as follows, viz:

"For the whole quantity of square timber and pine plank, four thousand seven hundred and eighty-nine dollars and thirty-three cents.

"For the whole quantity of iron, three hundred and fifty-seven dollars and seventy-five cents.

"For the whole quantity of stone, two thousand one hundred and twelve dollars and fifty cents.

"It is further agreed and contracted that this contract shall not be assigned or transferred by the contractor to any other person or persons without special permission, in writing, first obtained from the War Department: and that no member of Congress shall be admitted to any share or part of this contract, or to any portion of the benefit to arise therefrom.

"In testimony whereof, the said parties have signed and sealed this contract, in triplicate—the party of the first part at Washington, the seventeenth day of January, 1853; and the party of the second part at Albany, in the State of New York, the nineteenth day of January, 1853.

"JOHN J. ABERT, [L. S.]
"*Colonel Corps of Topographical Engineers.*
"DANIEL WORMER. [L. S.]

"Signed and sealed by J. J. Abert, in presence of George Thompson, J. R. Dorpy; and by Daniel Wormer, in presence of S. L. Manning."

And this petitioner further respectfully shows to this court that, upon the execution and delivery of said contract, he proceeded to perform the conditions therein mentioned, on his part to be kept and performed, to the best of his ability; that all the beech and maple timbers thereby required to be delivered at Sodus Bay were so delivered by this complainant, at the time and in the manner specified in the said contract; that the oak timbers thereby required to be delivered at Sodus Bay were purchased in Canada, by this complainant, and thence shipped by sailing vessel to Sodus Bay; that when the vessel containing the said oak timbers arrived in the vicinity of Sodus Bay, it was found to be impossible for the said vessel to approach the shore closely enough to unload the said timber with safety; that as there were no facilities at Sodus Bay for discharging the cargoes of large vessels, and as high winds were prevailing at the time, and as the master of the vessel utterly refused to discharge his cargo at that point, because of the danger of being wrecked or stranded, this complainant was compelled to have the said oak timber discharged from said vessel at Oswego, twelve miles distant from Sodus Bay; that the said oak timber was received and placed within the boom at Oswego, by the government officials in charge thereof; that shortly after the said oak timber was placed within the said boom, it, (the boom,) from some cause unknown to this deponent, broke and gave way, and the oak timber therein contained floated out into the lake, and was washed upon and scattered along the shore for a distance of fifteen miles; that the said oak timber was thereafter and with great difficulty collected by this complainant and towed up to Sodus Bay, and there delivered; that, owing to the facts hereinbefore stated, the said oak timber cost this complainant the sum of $8 per one thousand feet, board measure, more than the contract price; that the said oak timber, owing to the breaking of the boom and the consequent loss of a certain portion of it, fell short, when delivered, about

thirty sticks, but was, as far as it went, accepted and used by the government official in charge of the work at Sodus Bay.

And this complainant further shows that the government officials in charge of the work at Sodus Bay culled out from the oak, maple, and beech timbers, so delivered as aforesaid, about fifty sticks, which they then and there declined to accept; that this complainant was obliged to and did replace the sticks so culled and condemned, with others, which were accepted and used by the government; that thereafter the sticks so culled and condemned were used by the government, but that this complainant has not received from the government the price and value of said sticks, or any part thereof; that the said sticks were worth the sum of $11 each, amounting in all to the sum of $550.

And this complainant further shows to this court that the iron and stone required by the said contract were all delivered to and accepted by the government officials in charge of the work at Sodus Bay.

And this complainant further shows that of the pine plank required to be furnished by the contract, twenty-five thousand feet were delivered at Sodus Bay, and accepted by the government official in charge at that place; that fifty-five thousand feet of said pine plank were delivered at the pier in Oswego, and afterwards taken by order of government to Sodus Bay and employed in its said work at that point; that the government has paid for the twenty-five thousand feet first delivered, at the rate of $13 per thousand, but has not paid this complainant, for the said fifty-five thousand feet, any portion of the sum provided to be paid therefor by the contract.

And this complainant further respectfully shows that the custom-house officers at Oswego compelled him to pay duties to the amount of eighty dollars on the oak and pine timbers so delivered at Oswego, as aforesaid, for the use of the government, and he claims that the said duties should be repaid to him, as the timber upon which the said duties were charged was for the use of the government.

And this complainant further respectfully shows that the ten per cent. of the prices for the said timber, iron, &c., by the said contract to be retained by government until the execution thereof, has never been paid to this complainant by government, but is still retained, although this complainant has done and performed all the conditions required of him by the provisions of said contract.

And this complainant further and lastly says that no person whatever is interested in the claim set forth in the foregoing petition, saving and except himself.

This complainant therefore prays this court that it will cause the necessary steps to be taken for the examination of the claims growing out of said contract and herein presented, and prays that it will recommend payment by the government of the percentage retained, as aforesaid, and of the amount still unpaid upon the oak, maple, beech, and pine timbers and plank delivered, as above stated, and of the customs dues paid by this complainant at Oswego, together with interest on the several amounts ascertained to be due from the times the said interest should begin to run.

DAN'L WORMER.

STATE OF NEW YORK,
City and County of Albany, } *ss:*

Daniel Wormer, being duly sworn, says he is the above-named petitioner; that the facts stated in the foregoing petition are true to the best of his knowledge and belief.

DAN'L WORMER.

Subscribed and sworn to before me this 6th day of December, 1860.

R. J. HILTON,
United States Commissioner, Northern District of New York.

In the case of Daniel Wormer, pending before the Court of Claims, the claimant offers the following as an amendment to his petition, or as an addition in nature of an account filed :

The claimant alleges that the following items exhibit in an imperfect manner the damages he has sustained in the transactions referred to in this petition:

Timber of claimant taken by order of Colonel Turnbull, topographical engineer in charge of the public works on shore of Lake Ontario at Oswego, Little Sodus Bay, and elsewhere, and placed in the government boom at Oswego, under charge of a government agent, more than 100,000 feet of oak timber, and which, in consequence of the breaking of the boom while under exclusive control of said agent, floated out into the lake, of which more than 30,000 feet were lost, and the remainder was recovered by the arduous exertions of claimant and persons employed by him, at heavy expense.

Value of said timber $25, per thousand feet	$750 00
Expense of recovering the remainder	100 00
	850 00
To 172 sticks of beech and maple, 30 feet long, 11 by 12 inches, 300 feet in each stick, at $12 per thousand feet	670 80
To 20 sticks of oak, 28 feet long, 14 by 14 inches, 457 feet in each stick, at $25 per thousand feet	222 70
To 55,000 feet pine plank, 4 by 6 inches, at $13 per thousand feet	715 00
To duties paid government on timber brought by claimant from Canada to be used and deposited at Little Sodus Bay, but by order of Colonel Turnbull placed in charge of government agent at Oswego, for public works	80 00
To ten per cent. on payment made by United States to claimant on bill rendered and paid on 15th August, 1853—amount of bill $2,418 53—retained	241 85
To ten per cent. on bill of 17th October, 1853, amounting to $3,106 99, retained	310 69
	3,091 04

To interest on the above items, from the respective dates when the claimant was entitled to payment thereon from government till paid.

DANIEL WORMER,
By JNO. M. McCALLA,
Attorney.

IN THE COURT OF CLAIMS

DANIEL WORMER *vs.* THE UNITED STATES.
Deposition of John D. Miller, a witness for the claimant.

Q. What is your name, your occupation, your age, and place of residence for the past year?

A. My name is John D. Miller; my occupation is that of architect and builder; my age, fifty-five years; and my place of residence for the past year, the city of Oswego, in the State of New York.

Q. Have you any interest, direct or indirect, in the claim which is the subject of inquiry?

A. None whatever.

Q. Are you in any manner related to the claimant?

A. I am not.

Q. Were you the officer or agent in charge of the improvement of the United States at Sodus Bay harbor in 1853?

A. I was.

Q. What capacity did you act in?

A. I acted as agent under the employment of Colonel William Turnbull, who was a general agent or officer in charge of the United States works at Sodus Bay.

Q. Did you know of some deliveries of timber, iron, stone, and pine plank by the claimant at Sodus Bay?

A. Yes, sir.

Q. State the quantity of each article delivered, and the time, and whether the same was measured and inspected by you.

A. The quantity of each article delivered, as well as the time of delivery, is correctly stated in the auditor's report, a copy of which is here produced and shown by Mr. McPherson, the solicitor for the United States.

Q. Do you know of the delivery of other quantities of timber, plank, and stone?

A. Yes, sir.

Q. State about the time of these other deliveries?

A. I think about the latter part of October, 1853.

Q. Do you remember a quantity of stone delivered by Mr. Wormer, under the contract, at the Bay, which were rejected?

A. I do. They were rejected because they were not delivered

at the place designated. The amount was one hundred and eighty cords.

Q. What became of the stone?

A. I cannot say from actual observation. I know they were afterwards removed.

Q. Do you remember of a vessel arriving in the vicinity of Sodus Bay with timber?

A. Yes, sir. It was oak timber. It was a large vessel. There were high winds prevailing at the time. That load of timber was brought down to Oswego and there discharged in the government boom. Oswego is about twelve miles from Sodus Bay. It was placed there by the direction of Colonel Turnbull. There was about one hundred and twenty thousand feet, board measure, in that cargo that was locked up. That was locked up by the officers of government. I measured it when it was put into the boom, and inspected it. I remember the boom gave way, and the timber floated out into the lake. Various men in the employ of Mr. Wormer collected all of it that could be found. I think there were at least fifty sticks of it lost. It was the balance of it that was accepted and used by the government. We unloaded that timber at Oswego on the 23d or 24th day of October, 1853. This was not included in the two first deliveries. That timber corresponded with the terms of the contract. About eight hundred cubic feet of this cargo was sold by Mr. Wormer to other parties, and not used by the government.

Q. Do you remember the arrival of a quantity of pine plank at Oswego, and delivered on the government pier?

A. I do. There was fifty-five thousand feet of it. That was sawed three inches by six—the size government was using. It arrived within three or four days of the time the oak arrived. It was brought to Oswego because there were no facilities for its delivery at Sodus Bay, and Colonel Turnbull refused to pay for it because it was not delivered at Sodus Bay. I measured and inspected it. It was taken to Little Sodus the next summer, and *then* in the government pier. It was a good article. It was worth $13 per thousand feet.

Q. Do you remember, of beech, maple, and oak timber, which was by you condemned and rejected and afterwards used by the government?

A. Yes, sir. There were eleven sticks of the oak, a foot square and thirty feet long, worth $25 per thousand feet, board measure. There were from 250 to 280 pieces of beech and maple rejected, and afterwards used by the government. They were worth $12 per thousand feet, board measure. Can't say how much they measured. I think they were worth $5 62 apiece. This timber was used in the summer of 1854. There was none of this timber included in the two first deliveries.

Q. Do you know that ten per centum on the amounts delivered was retained by the government?

A. Yes, sir.

Q. What was the value of the timber lost in the lake, which you mentioned?

A. It was worth $25 per thousand feet, board measure.

Q. Do you know who paid the duties on the timber?

A. Mr. Wormer did; the amount was about $80.

Q. What was the value of the stone?

A. Three dollars and fifty cents per cord.

Cross-interrogatories by John D. McPherson, solicitor for the United States.

Q. When did you cease to be agent for the harbor work?

A. I think it was about the 1st November, 1853.

Q. Was any of the timber and plank which was not paid for used in the works under your official supervision?

A. No, sir.

Q. Do you know why that timber and plank was not paid for?

A. All I know about it is from conversation between Wormer and Colonel Turnbull, that it could not be paid for till it was delivered at the place called for by the contract.

Q. When you measured the oak timber and pine plank, did you give Mr. Wormer any certificate of the receipt?

A. I think there was no formal certificate given, but entered the amount in my pocket memorandum book.

Q. Were you accustomed to make a formal certificate to enable him to draw the money?

A. No, sir; I went to Colonel Turnbull with the amount, and he made his own certificate.

Q. When was the oak timber which broke out of the boom collected and delivered at Sodus?

A. Immediately after the storm abated, within the last week of October, 1853. Three-quarters of it was used on the government work at Oswego, and the balance was taken to Sodus the next spring.

Q. Why could not the vessel that brought that timber get into Sodus bay?

A. Because she drew too much water to admit her passing the bar, and the captain refused to remain there till the timber could be towed into the harbor in rafts.

Q. Was it for the same cause, too, that the pine plank was brought to Oswego?

A. Yes, sir.

Q. Do you mean to say that all the rejected beech and maple—250 to 280 pieces—was used by the government?

A. No, sir. When I was at Sodus the next spring I saw a raft of from 50 to 75 of the rejected pieces, from which they were taking and sawing into smaller pieces.

Q. Was the stone which Colonel Turnbull refused to receive, because not delivered in the place required by the contract, in a convenient place from which it could be taken for use in the works?

A. Yes; more convenient than the place designated.

Q. Was not the unloading of the timber and plank at Oswego done solely for the benefit of the contractor—I mean so much of it as was intended to be used at Sodus?

A. I can't say what the motive was. In delivering it there, I acted under the order of Colonel Turnbull.

Q. Did the vessel that brought the plank bring any other timber?

A. Yes; she brought a few sticks, 4 by 6, for the Fulton bridge.

Q. Do you know of any other matter or thing relative to the claim in question?

A. No, sir; not that I now think of.

J. D. MILLER.

Deposition of John Van Valkenburgh, a witness for the claimant.

Q. What is your name, your occupation, your age, and place of residence for the past year?

A. My name is John Van Valkenburgh; my occupation or profession, that of attorney and counsellor at law; my age is forty-seven years; and my place of residence for the past year has been the city of Albany, in the State of New York.

Q. Have you any interest, direct or indirect, in the claim which is the subject of inquiry?

A. None.

Q. Are you in any manner related to the claimant?

A. I am not.

Q. Where did you reside in the year 1853?

A. At Sodus Bay, Cayuga county. This is Little Sodus, where the improvement was made, and where I resided.

Q. You heard Mr. Miller's testimony yesterday?

A. I did.

Q. Do you know of Wormer's furnishing and piling near the improvement in 1853 about 180 or 190 cords of stone?

A. Yes, sir.

Q. State how near the improvement, with reference to other stone, these stone were piled?

A. With the exception of one pile of about 40 cords, they were about twice as near to the improvement as any other pile deposited along the bay.

Q. What was done with those stone after they were piled there?

A. Some of them were used in the pier, but can't say how much. I mean by that, that I saw some of them used in the improvement as ballast for the piers. They were not all removed, nor all put into the pier. They removed those I saw them remove in boats or scows

Q. Did you know of the breaking of that boom at Oswego?

A. I heard of it at the time, and was there shortly after. I know Mr. Wormer employed men to collect the timber after the breaking of the boom.

Q. Do you know what he paid the men, or the cost of collecting the timber?

A. I only know from hearing Wormer promise the men to pay them eight cents per cubic foot, or twelve shillings per day, for what they should collect between Oswego and Mexico bay, about 15 or 20 miles down the lake.

Q. What was that timber worth?

A. I only know from what Mr. Baker, ship-carpenter, paid Mr. Wormer for some of the timber which was of unsuitable sizes for government purposes, which was $250 per thousand cubic feet, or $25 per thousand, board measure.

Q. Do you remember a quantity of pine plank delivered by Wormer at Oswego?

A. I do. Do not remember the precise amount; think it was from fifty to eighty thousand feet. I contracted for it for Wormer. It was worth from twelve to fourteen dollars per thousand.

Q. What was done with that timber?

A. A part of it was used by the government officers as decking for the pier at Oswego. Can't tell how much. Another part was brought up to Little Sodus Bay, and used for decking the pier there, and about 28,000 feet of it was deposited on my land at Little Sodus Bay, subject to the call of the government when they should want it.

Q. Did you know of the rejection of maple and beech timber at Sodus Bay?

A. I know there was a very large lot rejected there. There were 339 sticks rejected there. After it was rejected I helped to boom it in Simon's pond. I did it for Wormer. The pond connected with the bay, but did not with the lake at that time. It now connects with the lake. That timber afterwards got adrift, and got mixed up with government timber. Previous to this, the timber which had been inspected and accepted by the government had been anchored upon the land, and afterwards, by order of Colonel Turnbull, this accepted timber was cast back into the pond, above the place where Wormer's rejected timber had been boomed in. The government made a boom to enclose the accepted timber, and that boom was an insufficient one, and hence broke away, and thus the government timber was carried down and mixed with Wormer's timber; and by this operation Wormer's boom was also broken, and the timber scattered, and some of Wormer's timber, from this cause, as well as the government timber, floated off into the bay and lake, and some of it, becoming water-soaked, sunk. On behalf of Wormer, I afterwards collected what I could of his rejected timber. I used every available means for collecting it, and succeeded in collecting only 67 sticks, four of which turned out to be government sticks, and were returned to the government, or to David King, government officer. Mr. King, a few days afterwards, told me that he had received orders from Colonel Turnbull to forbid everybody taking any of the timber out of that pond under penalty of a suit with government. I wrote to Mr. Wormer for information. He replied that I should not touch another stick, as he did not wish to be involved in a lawsuit. I afterwards saw government using that timber in the pier.

Q. Please state the value of that timber.
A. It was worth ten dollars per thousand, board measure.

Cross-interrogatories by John D. McPherson, solicitor for the United States.

Q. With regard to the stone piled on the beach of Lake Ontario, were they brought there by land or by water?
A. They were brought there by sleighs in the winter season.
Q. When were they used in the construction of the pier?
A. I think it was in September, October, or November of 1854.
Q. Who superintended the work at that time?
A. Colonel Turnbull was there off and on, and David King was agent, working under his direction. He put the work together.
Q. What became of the twenty-eight thousand feet of plank which you say was deposited on your land at Little Sodus Bay?
A. I kept them on my shore till the winter of 1854, subject to the call of the government, when having been informed by Mr. King that government would not take them, I sold them to various persons for whatever I could get. Some are rotting there now.
Q. Was the government boom in Simon's pond inside of Mr. Wormer's boom?
A. No. Wormer's boom was inside the government boom.
Q. Why do you think that the government timber aided in breaking Wormer's boom?
A. Because there were from six to eight cribs, containing from ten to twelve pieces each, and so much space allowed by the boom as to admit of an extensive surging back and forth, whereby the boom was broken.
Q. Did you collect all the timber that was afloat in Simon's Pond?
A. I did not, having received the instruction from Mr. Wormer to desist.
Q. How much of the rejected timber do you know to have been used in the pier?
A. I could not speak with any certainty. There was a large amount of it used.
Q. Did the rejected timber belong to Mr. Wormer, or to contractors under him?
A. That which was boomed in as Mr. Wormer's was his; that is, 339 sticks.
Q. What became of the rejected timber that was not used in the pier?
A. Some of it about a year ago was lying in David King's mill yard.
Q. Did Mr. Wormer apply for payment for the timber to the Ontario, Auburn, and New York Railroad Company?
A. Not to my knowledge.
Q. Was it not publicly known at Little Sodus Bay, in May or June, 1854, that the railroad company had undertaken the expense of continuing the harbor improvement?

A. It was generally known that there was some arrangement, but I don't know the nature of it.

Q. At what time did you see them using the timber?

A. I think in July, August, September, and October of 1854. The pine plank was used about the same time.

Q. Do you know of any other matter relative to the claim in question?

A. I do not.

JOHN VAN VALKENBURGH.

STATE OF NEW YORK,
County of Albany, ss:

On this 30th day of December, A. D. 1861, personally appeared before me John D. Miller and John Van Valkenburgh, the witnesses within named, and after having been each severally sworn to tell the truth, the whole truth, and nothing but the truth, the questions contained in the within depositions were written down by the commissioner, and then proposed by him to the witnesses, respectively; and the answers thereto were written down by the commissioner in the presence of the witnesses, respectively, who then subscribed each the deposition made by him in the presence of the commissioner. The depositions of John D. Miller and John Van Valkenburgh, taken at the request of Daniel Wormer, the claimant, to be used in the investigation of a claim against the United States, now pending in the Court of Claims, in the name of the said Daniel Wormer. The adverse party was notified, did attend, and did not object.

J. I. WERNER, *Commissioner.*

Fees of witnesses, $16 40.
Commissioner's fees, $8 10.

OSWEGO, *September* 27, 1853.

SIR: There is now on hand at Fairhaven, of the materials required to fill the contract I hold with the United States government, delivered and ready for delivery, the following items: of the beech and maple, all required; of the iron, all required; of the oak timber, 106 pieces, and the balance is expected to arrive at any hour; of the stone, full 450 cords on the shore of Little Sodus bay, and 200 cords on the lake shore, 40 cords west of Sodus Bay, (Brown's.) The pine plank are paid for, and lie on the wharf at Presque Isle harbor, and can be delivered in four days if I ascertain that they will be accepted at Little Sodus; 26,750 feet of the pine are delivered.

I am aware that I am much behind in point of time in fulfilling my

contract, but in consequence of the failure of my sub-contractors I have had to get a second supply at a very great disadvantage and excessive expense. I contracted with a responsible party in Canada to furnish all the oak timber. I hired the inspector at my own expense to go over there and inspect the timber; he found it nearly all too small, so that I have had to procure it elsewhere at very extraordinary expense; so of the beech and maple. I have had to get out a second supply since the time of the first delivery, at ruinously high prices. Nearly all the material now on hand was on the spot when I received notice that the government had declared my contract void. I wish to propose that if the government do not choose to let me fill the contract at this time, that they should accept of what material I had on hand at the time I received notice of the forfeiture of my contract, and pay me the balance which will be due, and I will hold myself in readiness to deliver the pine and oak whenever the government may see fit to call for the same.

Very respectfully, your obedient servant,

DANIEL WORMER.

Colonel W. TURNBULL,
Superintendent of U. S. Harbor Improvements.

OSWEGO, *September* 27, 1853.

SIR: I have the honor to transmit herewith a statement from Mr. D. Wormer, the contractor for furnishing materials at Sodus Bay, Cayuga county, New York, in relation to his failure in fulfilling his contract. The statement is a fair one, and in accordance with facts. Mr. Wormer has been greatly deceived by the persons he employed to procure the materials, both as to quality and the time of delivery. He has been very active in urging these persons to fulfil their engagements with him, and he has been at great expense in travelling from point to point where the materials were to be procured, and also of employing agents to urge them forward to the place of delivery.

I think, therefore, that it would be but justice to Mr. Wormer that he should be paid for the materials which he has delivered, but I would not recommend that any more materials should be received this season, as the weather is becoming so boisterous they could not be landed and secured without great risk.

Should the department authorize me to settle with Mr. Wormer according to his proposition, I desire to be instructed in respect to the stone delivered by Mr. Brown on the lake shore, of which I have heretofore reported to the bureau.

With great respect, your obedient servant,

W. TURNBULL,
Maj. Top. Eng'rs, Brevet Colonel.

Colonel J. J. ABERT,
Chief of Topographical Engineers.

[Circular.]

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, August 12, 1853.

SIR: The following is an explanation of the decision of the Secretary of War upon the various lake contracts:

Contracts not being fulfilled were void and forfeited; but as an indulgence to the contractors, they could deliver materials, (when wanted and as required,) for which they would be paid at contract prices. Materials so delivered would be in the form of a purchase from contractors, at contract prices. In default of such deliveries, the agent could purchase in open market from any one.

Respectfully, sir, your obedient servant,

J. J. ABERT,
Colonel Corps of Topographical Engineers.

Documents accompanying the report of the Secretary of War at the commencement of the 2d session of the 33d Congress.—(Senate Doc. No. 1, part 2, p. 175.)

APPENDIX B.

OSWEGO, *September* 1. 1854.

SIR: I have the honor to submit the annual report required by regulations of the progress of the several works committed to my care on Lake Champlain, Lake Ontario, and Lake Erie.

* * * * * * * *

SODUS BAY, CAYUGA COUNTY, NEW YORK.

This beautiful sheet of water lies fifteen miles west of Oswego. It is one and a half mile in length north and south, and an average width of one thousand feet. The water is very deep—thirty and forty feet; the shores are bold, and afford great facilities for wharfing. This bay was formerly separated from the lake by a gravelly beach, with an outlet not exceeding one hundred and fifty feet, with one and a half foot of water on the bar.

It was surveyed under my direction in 1845, and a plan projected for the improvement of the entrance. In 1845 an appropriation of $10,000 was made to commence the work. In 1853 I was directed to make arrangements to begin the work, but on visiting the place I found the aspect of the bay entirely changed since the survey made in 1845, upon which the plan for improving the entrance was based. The bay was entirely open to the lake; the strip of gravel beach which had formerly separated them had disappeared—partly washed away by a succession of violent storms, and partly submerged by the high water of the lake. The lake was, at that time, 3.75 above its

low-water mark. Under these circumstances, I recommended a re-survey before commencing any work for its improvement, and a revision of the plan. This was approved by the board of engineers, and the survey was made in August, 1853, upon which a new plan was made. The works now proposed for the navigable entrance to the harbor are in effect the same as those proposed in 1845. The changes proposed are mainly changes of detail, such as were necessarily suggested by the alterations which had taken place in the form of the shore since 1845. The propriety of defending the beach was admitted by the board of engineers, and an estimate for it was inserted in the general annual estimate.

It was afterwards suggested to substitute a riprapping or a deposit of shingle, instead of a row of piles, as proposed in the general estimate; and this substitution the board approved because of its greater economy and durability. I am very happy to say that this portion of the plan has succeeded thus far admirably. Light westerly and northwesterly winds raises the smaller shingle or gravel and fills the interstices of the riprap work, forms a solid mass, and the beach accumulates in front of it. It has already accumulated six hundred feet in length, which is more than one-third the distance from the west side of the bay to the position of the piers, varying from fifty-seven, the greatest, to ten feet, the smallest, in width, and three feet above the level of the lake.

When the season for operations approached this year, it was considered doubtful whether it would be judicious to commence this work with so small an amount as the balance of the appropriation, (about $4,000,) although there was a large amount of material on hand, particularly after a decision of the Hon. Secretary of War, on approving the plan; but the president of the L. O., A., and New York Railroad Company (which road has a terminus on the bay) pledged himself to raise the difference between the balance on hand and the estimate approved by the board of engineers, and I was ordered to go on with the work. The riprap was commenced on the west side of the bay on the 16th June, and was continued until it reached the channel, or the position of the west pier. On the 3d of August the first crib was placed; since that time seven cribs have been placed on the west pier. The first three cribs are raised to the full height. It is contemplated to place one more crib, and to finish the whole before the working season closes. The riprap is finished between the west side of the bay and the pier, and the accumulation of shingle has been very rapid. A beach has formed from the west side 600 feet in length, varying from 57 feet to 10 feet in width, and 3 feet above the surface of the lake.

The dredge-boat was set to work here early in August, but worked to great disadvantage because of the shoalness of the water; in fact, the scows belonging to the dredge could not be used at all, as they drew too much water. I was compelled to send up a scow belonging to the work at Oswego. The citizens of the vicinity manifested a great interest in the operations, and numbers volunteered to aid the dredge, and by means of road-scrapers, hoes, &c., deepened the

water, so that the dredge could work to more advantage. It was a tedious, slow operation, but by great diligence and perseverance on the part of Captain Malcolm, the commander of the dredge, a channel of six feet in depth has been cut through to the lake. This bay is in the collection district of Oswego; the nearest light-house is at Oswego, and the nearest fort is at Oswego. Heretofore there has been no commerce at this bay; owing to the peculiar formation of a gravel bar in front of it, it was inaccessible: but hereafter, when the railroad now being constructed between this bay, the city of Auburn, and New York, is completed, and a safe and deep entrance made, from its decided advantages of great depth of water, space, and perfect security against storms from any quarter, I think it is destined to become a place of great importance. This harbor, when completed, will be of great value to the whole commerce of the lake. I submit the following estimate for its completion, which is the same approved by the board of engineers:

Cost of west pier and riprap	$14,150 56
Cost of east pier and riprap	11,731 20
	25,881 76
Contingencies, 10 per cent	2,588 17
	28,469 93

EVIDENCE FOR THE UNITED STATES.

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, February 28, 1854.

SIR: I send herewith a copy of the approved plan for Sodus Bay, of Cayuga county, New York.

Upon this plan the honorable Secretary has made the following indorsement:

"The plan is approved only so far as the necessary work can be completed with the means at the disposal of the department, or supplied by parties interested for their own benefit. No work will be undertaken that will require further appropriation by Congress to complete it, or to render it effective."

You will govern your operations accordingly.

Respectfully, sir, your obedient servant,

J. J. ABERT,
Colonel Corps of Topographical Engineers.

Colonel W. TURNBULL,
Corps of Topographical Engineers, Washington, D. C.

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, March 11, 1854.

SIR: I have received your letter of the 4th instant, desiring to be furnished with the working (or detail) drawings in reference to the plan for Sodus bay, of Cayuga county.

These will be furnished to the superintending engineer, with such direction as a clear understanding of them shall be considered to require. But as they are not printed, we have not adequate office assistance to furnish copies of them to others.

For a better understanding of the rules which govern joint work of this kind I send a copy of an order of the War Department of the 4th of June, 1853.

The decision of the 25th of February, communicated in my letter of the 28th of February, would seem to make it necessary that adequate funds for the work should be raised, as only to that extent has the plan of the work been approved.

The estimate is for $28,469; the United States appropriation $10,000; leaving a balance to be raised of $18,469.

As the work cannot well commence until towards the middle of May, delay in the consideration of this matter will not be injurious. Colonel Turnbull, the superintending engineer, is now here.

Respectfully, sir, your obedient servant,

J. J. ABERT,
Colonel, Corps of Topographical Engineers.

THOMAS Y. HOW, Jr., Esq.,
Auburn, New York.

WAR DEPARTMENT,
Washington, June 4, 1853.

In every case where money is furnished by a State, city, association, or individuals, in order that the same may be expended in the further prosecution of a work of harbor or river improvement to which Congress has given its sanction by a special appropriation, and it shall be requested by the authorities, or persons having charge of such money, that the officers of engineers in charge of such work shall be allowed to continue the operations in conformity with the plans and designs adopted by the War Department to the extent of the money so provided will permit, the officers of engineers (or other agent of the general government) may be instructed to comply with the request under the following conditions:

1. The officer or agent is to have no connexion with, nor responsible for, the disbursement of the money so furnished further than that he may give, from time to time, in compliance with any bargain or contract under such provision of money, a statement of the amount of work done or materials supplied.

2. It must be perfectly understood by the authorities or persons

supplying money, in every such case, that the direction or supervision by the government officer or agent of the operations so carried on is not to constitute nor to imply any claim or shadow of claim on Congress for reimbursement, nor is to be considered as pledging the general government to any support of that particular work or improvement beyond that already given by Congress.

JEFFERSON DAVIS,
Secretary of War.

AUBURN, *March* 18, 1854.

SIR: I have received yours of the 11th instant, with a copy of the order of the War Department of the 4th of June, 1853, in relation to the furnishing of money by a State, city, association, or individuals, for the further prosecution of a work of river and harbor improvement, &c.

The Lake Ontario, Auburn & New York Railroad Company have raised the sum of $18,469, the balance mentioned in your letter required over and above the appropriation of $10,000, and the same is ready for use under the order referred to.

Will you do me the favor to state the amount that has been paid out of the appropriation of $10,000 for materials delivered under contract at Sodus bay, Cayuga county, with the several quantities of each kind of materials delivered.

Under the law of Congress the balance of this appropriation, on the expiration of two years from the date of the passage of the river and harbor act of 1852, will be beyond reach unless it is placed in the hands of a disbursing officer before that time.

As it is of vital importance to the interest of the railroad company under my charge that this harbor should be opened at the earliest practicable moment, I trust you will excuse the trouble I give you.

I take the liberty of enclosing a map showing the bay and the line of railroad laid down.

I am, very respectfully, your obedient servant,

THOMAS Y. HOW, JR.,
President.

Colonel J. J. ABERT,
Topographical Engineers.

WASHINGTON, *April* 25, 1854.

SIR: The season being well advanced, I would respectfully recommend that the work should be resumed at such places, under my direction, as there are funds remaining to prosecute them with; and I also recommend that the former pay of the agents at the places where work is resumed be restored to them.

Very respectfully, your obedient servant,

W. TURNBULL, *Brevet Colonel.*

Colonel J. J. ABERT,
Chief Topographical Engineers.

[Indorsed.]

WASHINGTON, *April* 25, 1854.

Colonel W. Turnbull recommends that the works under his direction, at such places as there are funds to prosecute them, be resumed, and also that the former pay of the agents at those places be restored to them.

Respectfully submitted.

J. J. ABERT,
Colonel Corps Topographical Engineers.

Approved : JEFFERSON DAVIS,
Secretary of War.

W. D.—April 27, 1854.

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, April 28, 1854.

SIR : The honorable Secretary having approved of your proposals in reference to the renewing of the lake works of your command, and in reference to restoration to their former compensations of certain agencies, you will repair as soon as practicable to Oswego to take the direction of these works as heretofore.

It is expected that you will be at Oswego by the 10th of May.

Respectfully, sir, your obedient servant,

J. J. ABERT,
Colonel Corps Topographical Engineers.

Major W. TURNBULL,
Corps Topographical Engineers,
Brevet Lieutenant Colonel U. S. A., Washington, D. C.

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, May 26, 1854.

SIR : The enclosed letter from the agent, Staniford, coming open to the office, was read by me. As the appropriation for that place is exhausted, there can be no work done there, and no doubt Staniford is under some mistake.

On no account will you permit debts to accumulate, but will keep expenditures rigidly within the limits of appropriations.

Respectfully, sir, your obedient servant,

J. J. ABERT,
Colonel Corps Topographical Engineers.

Brevet Colonel W. TURNBULL,
Corps Topographical Engineers, Oswego, New York.

[Extract]

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, July 28, 1854.

SIR: * * * * * * o *

"Above all, in all cases, avoid, without previous report and orders, the incurring of debt on the part of the United States."

Respectfully, sir, your obedient servant,

J. J. ABERT,
Colonel Topographical Engineers.

Colonel W. TURNBULL,
Corps Topographical Engineers, Oswego, New York.

TREASURY DEPARTMENT,
Third Auditor's Office, June 12, 1861.

SIR: I respectfully acknowledge receipt of your letter of the 25th ultimo relative to a claim of Daniel Wormer, a contractor for furnishing materials for the harbor improvement at Sodus bay, Cayuga county, New York, "for materials furnished and not paid for," and enclosing copy of his petition to the Court of Claims.

In compliance with your request to be furnished with any information in this office which may appear to bear upon the claim, I have to state: From examination of the settled accounts of the officer (Brevet Colonel Wm. Turnbull, topographical engineers) who was in charge of the harbor improvement in question, it appears that but two deliveries of materials were made by Mr. Wormer—one on the 13th of August, 1853, and the other on the 14th of October, 1853. The voucher for payment of the first delivery is dated August 15, 1853, and receipted by Daniel Wormer. The materials specified in it are as follows:

31 pieces oak, 30 feet long, 14 in. by 14 in.
61 pieces beech and maple, 30 feet long, 14 in. by 14 in.
44⅓ pieces oak, 30 feet long, 12 in. by 12 in.
88⅔ pieces beech and maple, 30 feet long, 12 in. by 12 in.
26,666 feet (board measure) pine plank.
3,000 pounds 1½-inch iron for bolts.
216⅔ cords stone.

The sum of the amounts specified in this voucher as due for each of the several items is	$2,418 53
The amount specified as 10 per cent. deducted is	241 85
And the amount receipted for is	2,176 68

The voucher for payment of the second delivery is also receipted by Daniel Wormer, and is dated on the 17th of October, 1853. The materials specified in it are as follows:

3 pieces oak, 30 feet long, 14 in. by 14 in.
125 pieces beech and maple, 30 feet long, 14 in. by 14 in.
27⅔ pieces oak, 30 feet long, 12 in. by 12 in.
178⅓ pieces beech and maple, 30 feet long, 12 in. by 12 in.
901 feet (board measure) pine plank.
6,000 pounds 1¼-inch round iron bolts.
358$\frac{59}{100}$ cords stone.

The sum of the amounts specified as due for each of these several items is	$3,106 99
The amount specified as 10 per cent. deducted is	310 69
And the amount receipted for is	2,796 30

The contract stipulates that the articles, as delivered on the several specified days, were to be measured and inspected by the officer or agent in charge of the improvement of the harbor; and if approved and received "the quantities so approved and received to be paid for at the prices hereinafter stated, less 10 per centum thereof; which per centum will be retained from the contractor until the contract shall have been fully executed, when the amount so retained will be paid to him; and in case of a failure to complete the contract the amount of the retained per centum will be forfeited to the United States, in addition to and irrespective of any other penalty which may attach to the non-fulfilment of this contract." The amounts thus agreed to be paid are as follows:

For the whole quantity of square timber and pine plank	$4,789 33
For the whole quantity of iron	357 75
For the whole quantity of stone	2,112 50
In all	7,259 58

There has been paid to Mr. Wormer:

For the materials received on the 13th of August, 1853	$2,176 68
For the materials received on the 14th of October, 1853	2,796 30
In all	4,972 98

And the amount appearing not to have been found due, and which has not been paid, is		$2,286 60
His unpaid amount consists in part of—		
Retained 10 per cent., of value of 1st delivery	$241 85	
Retained 10 per cent., of value of 2d delivery	310 69	
		552 54
And the remainder, namely		1,734 06

is the amount which, at the prices specified in the contract, Mr. Wormer would have been entitled to receive, in addition to the retained 10 per cent., if the materials contracted for had been delivered and received as prescribed in the contract.

The only other information in this office, which appears to bear upon the claim of Mr. Wormer, is comprised in a copy of a decision by the Secretary of War, dated July 11, 1853, which, as indorsed upon a letter from the Bureau of Topographical Engineers to him, dated July 8, 1853, is as follows:

"The materials may be received of the contractor at contract prices if furnished in quantities and at times to meet the demand of the work; in default of this they may be purchased in open market."

And in a letter from the Topographical Bureau to the Secretary of War, dated October 1, 1853, sixteen days prior to the second payment to Mr. Wormer, from which it appears that concurrence in a recommendation of Colonel Turnbull, that "Mr. Wormer should be paid for the materials he has delivered," was recommended, and that the Secretary of War decided, by indorsement thereon, dated October 4, 1853, as follows:

"As it is entirely competent for the officer in charge of the work, under the direction of the chief of his corps, to receive and pay for the articles mentioned within, under the order of July 11, and as I do not desire to modify or change that order, I see no sufficient reason for the special action of the department upon this case."

The petition received with your letter is respectfully returned herewith.

Very respectfully, your most obedient servant,

R. J. ATKINSON, *Auditor.*

JNO. D. MCPHERSON, Esq.
Ass't Solicitor Court of Claims, Washington, D. C.

The deposition of David King, taken at the request of J. D. McPherson, assistant solicitor, before Samuel H. Huntington, a commissioner of the Court of Claims, to be used in the investigation of a claim against the United States, now pending in the Court of Claims, in the name of Daniel Wormer *vs.* The United States.

First general interrogatory by the commissioner. Please to state your name, your occupation, your age, and your place of residence the past year; whether you have any interest, direct or indirect, in the claim which is the subject of inquiry; and whether, and in what degree, you are related to the claimant?

Answer. My name is David King; my occupation, carpenter and joiner; my age is forty-nine years; my residence the past year, town of Sterling, Cayuga county, State of New York. I have no interest, direct nor indirect, in the claim which is the subject of inquiry, and am in no degree related to the claimant.

First interrogatory by Mr. McPherson in behalf of the government. Where did you reside in the years 1853–'54?

Answer. In the town of Sterling, on the shore of Little Sodus bay.

Interrogatory 2d. Were you employed upon the government works in that bay? If so, during what period, and in what capacity?

Answer. I commenced on the government works on the 15th of June, 1854, as superintendent of the pier work, and continued up to November 22, 1854.

Interrogatory 3. How many cribs were sunk during that time?

Answer. Ten.

Interrogatory 4. Were any sunk before or after?

Answer. None.

Interrogatory 5. How many sticks of timber, and how much pine plank was used in those ten cribs?

Answer. Four hundred and ninety sticks of timber, thirty feet long, and marked twelve inches square; four hundred and twenty-one sticks, twenty feet long and twelve inches square; eighteen thousand feet of pine plank, board measure, were used on the cribs. The bottom and cross timber did not mark twelve inches square; most of them marked eleven inches by twelve, and some ten inches by twelve. These latter were thirty feet sticks, that is, the bottom were thirty feet, and the cross timbers twenty feet long.

Interrogatory 6. Did you use some more timber which was not sunk; if so, how much?

Answer. I had the largest part of the timber for five cribs more almost laid upon the bank—about two hundred thirty-feet sticks, and as many as fifty or more twenty-feet sticks; this timber was not used.

Interrogatory 7. Of this timber, could you distinguish what had been inspected and accepted by the United States agent?

Answer. The timber which had been inspected and accepted before I took charge of the works was marked "U. S."

Interrogatory 8. Did you use any timber which had not been so accepted; if so, how much, and where did you obtain it?

Answer. I took most of it from the government boom; I also took some which had been drawn out of the government boom by individuals. This timber was all thirty-feet sticks. A Mr. Cole furnished a quantity of twenty-feet sticks.

Interrogatory 9. Do you know who owned the timber mentioned in your last answer as having been taken from the government boom by yourself and by individuals; if so, state?

Answer. The timber drawn out by individuals was claimed by a Mr. O'Leary, for which he recovered judgment against me. Of this timber there were either fifty-two or sixty-two sticks thirty feet long. I cannot tell who owned the rest of the timber mentioned.

Interrogatory 10. Did any one claim to own that; if so, who?

Answer. Mr. Van Valkenburgh said it belonged to Mr. Wormer. Mr. Peter Sourt claimed one stick. Colonel Turnbull told me to use and take care of all the timber in the boom. It was put into my charge and I must take care of it. If anybody else had timber there it ought not to be there.

Interrogatory 11. When was the unmarked timber got in the government boom, or how did it get there?

Answer. The timber was brought into the government booms in rafts by individuals. What was accepted was marked "U. S.," and

that with the rejected remained there. The rafts were brought in before the winter of 1853—before I took charge of the works.

Interrogatory 12. How many sticks of the unmarked timber did you use?

Answer. One hundred and seventy-two sticks thirty feet long. Besides these, I took about a dozen sticks and cut them into twenty-feet sticks.

Interrogatory 13. What do you think was the fair value of this timber at that time and place?

Answer. Twelve dollars a thousand, board measure. It might have been worth a little more.

Cross-interrogatory, (by Clinton Rice, esq., counsel for claimant.) Do you know to whom the one hundred and seventy-two sticks be longed, or by whom they were claimed?

Answer. Mr. Van Valkenburgh told me they were claimed by Mr. Wormer. I always understood that Van Valkenburgh was the agent of Wormer.

Cross-interrogatory 2. Were you informed by any one else that those sticks belonged to Mr. Wormer; if so, by whom?

Answer. Mr. John D. Miller also told me that the timber referred to belonged to Mr. Wormer.

Cross-interrogatory 3. Did Colonel Turnbull ever intimate to you that Mr. Wormer's timber was in that boom?

Answer. I cannot say that the colonel ever did directly.

Cross-interrogatory 4. Were you directed by Colonel Turnbull to use all the timber in the boom, whether rejected or not, for the purposes of the pier?

Answer. I was ordered to use it by him.

Cross-interrogatory 5. Was it so used?

Answer. It was.

Cross-interrogatory 6. Of the fifty-two or sixty-two sticks which you have stated were drawn out of the boom by individuals, what portion of them belonged to the government?

Answer. My impression is that four sticks belonged to the government. There might have been more; I cannot state exactly. The remainder were proved to belong to Mr. Wormer.

Cross-interrogatory 7. Did you use a lot of rejected oak timber?

Answer. I did; twelve sticks of thirty-feet timber, I think, and eight sticks twenty-eight feet long. The timber sticks were thirteen inches square, and the eight sticks twelve inches square.

Cross-interrogatory 8. What was the value of this timber?

Answer. It is worth about twenty-five dollars a thousand, board measure. It was worth so much at that time.

Cross-interrogatory 9. To whom did this oak timber belong?

Answer. I was informed by Mr. Van Valkenburgh and by Colonel Turnbull that it was rejected timber of Mr. Wormer's.

Cross-interrogatory 10. Was the oak timber included in the one hundred and seventy-two sticks spoken of heretofore?

Answer. It was not. The one hundred and seventy-two sticks were beech and maple.

Cross-interrogatory 11. Do you know of the delivery at Little Sodus bay of a quantity of pine plank? if so, in how many sets, and to what amount in the aggregate, and by whose order, and to whom was it delivered?

Answer. I do know of the delivery of pine plank at that place, I think at three different times. I could not say there were more than about sixty thousand feet; there might have been more, but I cannot say; Col. Turnbull received it, and placed it in my possession and told me to protect it.

Cross-interrogatory 12. Who was the contractor furnishing that timber?

Answer. I was informed by Col. Turnbull it was Mr. Wormer.

Examination in chief resumed.

Interrogatory by Mr. McPherson. What became of the sixty thousand feet of pine lumber above referred to?

Answer. Eighteen thousand feet were used in the pier; a portion of it was carried away by the water; another portion buried in the sand, and a portion remains there worthless.

Interrogatory by same. Upon whose land was this pine timber deposited?

Answer. On Mr. Van Valkenburgh's.

Interrogatory by same. Mr. Van Valkenburgh has testified that twenty-eight thousand feet of pine plank were deposited on his land; that he kept it until the winter of 1854, and having been informed by Mr. King that government would not take it, he sold it to various persons for whatever he could get; a portion is rotting there now. Was this timber a part of the sixty thousand, about which you have testified?

Answer. I think it was. All that was delivered there I included in the sixty thousand feet.

Cross-interrogatory by Mr. Rice, claimant's counsel. Might there not have been, either before your agency for government or during its continuance, a lot of worthless lumber and timber thrown upon the land of Van Valkenburgh not belonging to the sixty thousand feet referred to?

Answer. There might have been unsettings of the kind which I did not notice.

Interrogatory by the commissioner. Do you know of any other matter relative to the claim in question?

Answer. I do not.

DAVID KING.

IN THE COURT OF CLAIMS.

DANIEL WORMER *vs.* THE UNITED STATES.

Testimony of David King for the United States, taken before Samuel H. Huntington, a commissioner of the Court of Claims.

DISTRICT OF COLUMBIA,
County of Washington, ss:

On the 14th day of February, A. D. eighteen hundred and sixty-two, personally came David King, the witness within named, and after being first sworn to tell the truth, the whole truth, and nothing but the truth. the questions and answers contained in the within deposition were written down by the commissioner in the presence of the witness, who then subscribed the deposition in the presence of the commissioner.

The adverse party was notified, did attend in person and by counsel.

SAML. H. HUNTINGTON,
Commissioner of the Court of Claims.

IN THE COURT OF CLAIMS.—No. 1854.

DANIEL WORMER *vs.* THE UNITED STATES.

Claimant's brief.

On the first three pages of the record the claimant has incorporated into his petition the contract on which he bases his claim. It was entered into on the 17th January, 1853, between Colonel Abert, of the Topographical Engineers, and himself, and binds him to deliver certain articles of timber, stone, and iron, at Sodus bay, New York, at specified times. They were designed to construct certain works for the improvement of the harbor at that place. The usual stipulation of retaining ten per cent. of all bills for articles delivered and approved was contained in the contract.

The claimant proceeded in the performance of his contract until two bills were made and approved and the money was paid upon them. The amount and date of each is stated on page 7 of the record.

It appears from a letter of claimant to Colonel Turnbull, on page 24, that he had failed to make a timely delivery of a part of his materials, and his contract was in consequence forfeited by the government. He gives the reasons for his failure, and makes proposals to Colonel Turnbull to receive from him such materials as he had obtained and were then on hand. This letter was sent by Colonel Turnbull to Colonel Abert, testifying to the truth of the statements and the justice of accepting the offer of claimant, which was accordingly done. This

was, in fact, a waiver of the forfeiture of the contract, and claimant proceeded in its completion. He delivered all the remainder of the articles contracted for, and even in larger quantities, and now presents his claim for payment for their value. His account is contained on pages 6 and 7 of the record. It consists in items of timber lost on the lake by the fault of the public boom at Oswego, in three lots of timber and plank delivered, in amount of duties on a part of the timber charged against him at Oswego, in the ten per cent. withheld from the first and second payments, and in interest on account from the time it was due till paid.

Loss of timber in the lake.

A ship loaded with oak timber for the work at Sodus bay arrived off the bay in the midst of a storm too severe to allow the vessel to remain outside until the timber could be rafted in. In consequence, Colonel Turnbull ordered the vessel to Oswego, twelve miles distant, and directed that the timber should be deposited in the public boom and locked up, which was done. It was under the entire control of the public agent. While in that situation, from the imperfection of the boom, it broke loose and the timber floated out into the lake, and was scattered for more than fifteen miles along the lake shore. The claimant immediately used energetic means to recover it; and at an expense of $100—a moderate charge—he succeeded in bringing back all except what the public agent declares to be at least fifty sticks. All this timber was received, inspected, and measured by the public agent before placed in the boom, and was no part of it included in the two first bills. The fifty sticks were then as much the loss of the government as if they had been placed in the piers at Sodus bay, for which they were designed, and *they* had been swept away.

For the evidence on this point, see deposition of Miller, acting "as agent under the employment of Colonel William Turnbull," pages 9 to 12.

Subsequent deliveries.

The claimant alleges that the defendants owe him for 172 sticks of beech and maple, 20 sticks of oak, and 55,000 feet of pine plank—all delivered after the payment of former bills. See the depositions of Miller as above referred to, and that of David King, another agent of Colonel Turnbull, at pages 52 to 59, who was a witness for the government. All the above charges are proven by them specifically. Several of their statements are corroborated by Van Valkenburgh, pages 16 to 22. The above witnesses are men of high standing and unblemished character, every way worthy of belief.

Duties on timber at Oswego.

The charge of $80 at the custom-house at Oswego as a duty on the timber brought from Canada for government use, and actually placed

in the hands and under the orders of Colonel Turnbull, at Sodus Bay, and by him sent to Oswego, is objected to as improperly charged to the claimant It should have been charged to defendants.

The retained ten per cent.

Had the failure of claimant to comply with his obligations to the government been complete, and caused loss or damage thereby, the forfeiture of the ten per cent. would be reasonable, because its incorporation into public contracts is based on the propriety of compensation for loss by the failure of contractors. But the reason ceasing, the rule also should cease. There was no fault by negligence—the claimant made every exertion to come up to his engagement—was prevented by the laws of nature, and at last in good time delivered to defendants' agents, without any loss to them by the delay, every material contracted for, with the simple change in name from "contract" to "open market." So far from the defendants being properly entitled to forfeiture, it will be bound in law and honor to compensate claimant for delaying payment for moneys due upon deliveries since made.

As a full elucidation of the case, see letters of claimant to Colonel Turnbull, page 24; Colonel Turnbull to Colonel Abert, 26; and Colonel Abert to Colonel Turnbull, 28.

Interest on delayed payments.

The claimant relies on the action of Congress in similar cases, and also on the principle of the common law, of damage for detention of money due either on contract or a *quantum valebat.*

He files herewith an affidavit which explains his reason for asserting a promise to pay on the part of the United States.

McCALLA, *for claimant.*

MAY 26, 1862.

WASHINGTON CITY, *May* 26, 1862.

This affiant states that after Colonel Turnbull, the engineer officer who contracted with him for various materials for the public works at Little Sodus Bay, had declared his contract forfeited, because the said materials had not been fully delivered in time, said affiant addressed said Turnbull the letter dated September 27, 1853, on page 24 of the record herein. That afterwards Colonel Turnbull directed David King, his agent in carrying on the work, to take from the boom at said bay such materials as he needed therefor; and said King did accordingly take large quantities of timber and plank, as charged in said affiant's account, page 6 of record, and used them accordingly—said Turnbull at the time knowing them to be the property of this affiant, and so informing said King. This affiant, after the delivery of said materials, saw Colonel Turnbull at the Welland Hotel, in Oswego,

which at that time was 200 miles from affiant's residence, and whither he had gone to endeavor to obtain a settlement of his claim and payment thereof. On making his demand accordingly, he was told by Colonel Turnbull that he would get paid for his materials, but that it could not be made until another appropriation by Congress, as the late appropriation was exhausted. Afterwards this affiant wrote to Colonel Abert on the same subject, making demand for payment, and received an answer promptly from him that there was no money on hand for Little Sodus Bay, and, as it was exhausted, said affiant would have to get his pay from Congress. These letters were, as he believes, written near the latter end of 1854. Said affiant employed a certain firm (Jackson & Strong, attorneys at law, in Albany, New York,) to prosecute this claim before the honorable the Court of Claims, and delivered to them said letter of Colonel Abert, to be used in said case; and that said Jackson, who had the same in his hands, has since died in this city while serving in the army; and said papers of this affiant passed into the hands, as is supposed by his partner, of said Jackson's relatives, as they are not found, after search, in his possession. This affiant has made every effort to recover said letter, as it appears there is no copy thereof on file in the office of the Topographical Engineer Bureau in this city. This affiant further states that he was informed at the office of said bureau that there were many cases in which Colonel Abert had written and despatched letters on official business without their being recorded. This affiant declares it to be his intention to continue his efforts to recover said letter, and if successful he will file it in this case.

DAN'L WORMER.

COURT OF CLAIMS, *May* 26, A. D., 1862.

Subscribed and sworn to on the day and year above mentioned.

SAM'L H. HUNTINGTON,
Chief Clerk Court of Claims.

IN THE COURT OF CLAIMS.—No. 1854.

DANIEL WORMER *vs.* THE UNITED STATES.

Brief for the United States.

This claim arises out of certain transactions which took place at Little Sodus Bay, Cayuga county, New York, (now called Ontario bay,) in the years 1853 and 1854. The claim is for compensation for materials furnished by the claimant for a pier which the government was constructing at that place. The circumstances are as follow:

By an act approved August 30, 1852, chap. 104, (10 Stat. 59,) Congress appropriated "for the improvement of the harbor of Sodus bay, Lake Ontario, Cayuga county, New York, ten thousand dollars."

The usual mode of improving the lake harbors was to build out from the shore two piers, consisting of cribs of timber filled with stone, and dredging between them to a proper depth; and on the 3d of January, 1853, an agreement was made by the claimant with the War Department to furnish certain specified quantities and descriptions of timber, iron, and stone, for the construction of such piers.—(Rec., pp. 1, 2.)

By the terms of this agreement the timber, iron, and stone were each to be delivered at three different deliveries at stated times, and the quantities accepted were to be paid for on delivery—the United States, however, reserving 10 per cent. to be retained until the contract should have been fully executed, and in case of a failure to complete the contract, the amount retained should be forfeited to the United States, "in addition to and irrespective of any other penalty which might attach to the non-fulfilment of the contract."—(Rec., p. 2.)

The claimant made no deliveries at the times fixed in the agreement, (Rec., p. 24, his letter to the Department,) but he delivered at two other periods certain quantities of materials valued at $2,418 53 + $3,106 99) $5,525 52, of which the government paid $4,972 98, and retained $552 54. The articles were received and money paid by Col. Wm. Turnbull, who had charge of all the harbor works on Lake Ontario.

It was thought when these materials were ordered that the improvement of the harbor could be made according to a plan made in 1845, and based on a survey of that date; but in 1853 the aspect of the bay had so changed that a new survey had to be made, and a new plan devised by the board of engineers.—(Rec., p. 30.) Nothing was done in the season of 1853, as the new plan was not reported and approved until February, 1854. In approving it the Secretary of War approved it *only so far as it could be completed with the means at the disposal of the department, or means supplied by interested parties for their own benefit.*—(Rec., p. 37.) The amount required by the plan was $28,469 93.—(Rec., p. 35.)

It would seem that, soon after the installation of the new administration, it was believed government would grant no more money towards harbor works, and application was made by parties interested in the completion of certain works to be permitted to furnish funds for the prosecution of the works, and on the 4th of June, 1853, the department issued an order permitting the government officers to continue the prosecution of such works with means furnished by private persons, under such conditions as would, it was thought, protect the government from any liability.—(Rec., p. 40.)

The Lake Ontario, Auburn, and New York Railroad Company were interested in the completion of the harbor works at Little Sodus Bay, (Rec., p. 43,) which was one terminus of the projected road, and being advised that the work could not be completed unless the sum of $18,469 (balance of the estimated cost, $28,469) should be raised by the company, and being furnished with copy of the order of June 4, the president of the company informed the depart-

ment, March 18, 1854, that the money had been raised and was then "ready for use under the order referred to."—(Rec., pp. 38 to 43.)

On the 25th of April, Col. Turnbull asked orders to resume the prosecution of such of the harbor works on the lakes as there were funds to continue, and was ordered to do so.—(Rec., p. 44.)

On the 28th of February, 1854, Col. Turnbull was informed that the plan for the harbor had been approved only so far as it could be carried with the means at the disposal of the government, and that he was forbidden to undertake any work that would require further appropriation by Congress to complete it or render it effective.—(Rec., p. 37.) And again in May and in July he was expressly warned not to contract any debts without previous reports and orders.—(Rec., pp. 46, 47.) Nevertheless, he obtained and used materials which he had not the means to pay for, and did work which he was forbidden to do, and contracted debts without authority.

The claim, as stated in the bill of particulars, at page 6 of the record, consists of nine items, which will be noticed in the order in which they are there stated.

1st ITEM.—*Value of timber lost from the boom at Oswego*, 30,000 *feet*, $750.

The claimant endeavors to show that this timber was delivered to and accepted by the United States officers, and therefore was at the risk of the United States. It is proven that a quantity of timber was put into the boom at Oswego; that the boom broke, and that some timber was lost—Miller says (Rec., p 12) 50 sticks, of dimensions not stated. The claimant was furnishing timber 30′ long, and 12″ × 12″ and 14″ × 14″ square. The sticks must be taken to be of the smaller dimensions, and 50 sticks, 30 feet long, 12″ × 12″, would make only 18,000 feet board measure; but if of the large dimensions, would still make only 24,560 feet board measure.

But it was not at the risk of the United States; it had not been delivered or accepted. The counsel is mistaken in saying that Col. Turnbull ordered the vessel to Oswego. The vessel arrived off Sodus, and being unable to get in, and high winds prevailing, *the captain refused to remain there till the timber could be rafted in*, (Miller, Rec., p. 15.) and went on to Oswego, where most of the timber was sold to the United States for another work, (Rec., p. 15,) and for which port, no doubt, most of the cargo was intended. Col. Turnbull refused to pay for it until it should be delivered at the place called for by the contract, Sodus bay.—(Miller, Rec., p. 14.)

It is evident, then, he did not accept it; and, indeed, he had no authority to accept, at Oswego, timber which, by agreement between the head of his department and the claimant, was to be delivered at Sodus. That this timber was put in the boom is not evidence of its acceptance. nor is Miller's inspection of it; both acts are consistent with its ownership then by the claimant, and the obligation of the government to receive it at Sodus. Two other facts make for the defendants: 1st. Wormer sold some of the timber out of the boom to private parties.—(Rec., p. 12.) 2d. When it got adrift he employed

and paid persons to collect it. Both these were acts of ownership, and irreconcilable with the averment that it had been delivered to the government.

2d ITEM.—*Money paid for saving timber*, $100.

There was no express request from the United States to the claimant to expend this money; nor can any be implied even if the timber was the property of the United States. But, as above shown, the timber belonged to the claimant, and was at his risk. There is no evidence as to the amount expended. Van Valkenburgh heard Wormer offer a reward, but whether he paid anything, and how much, don't appear.

3d ITEM.—172 *sticks of beech and maple*, 30 *feet long and* 11 × 12 *inches square, at* $12 *per* 1,000, $670 80.

The evidence seems to prove that a larger quantity of 30 ft. beech and maple timber was used in the works at Sodus than has been paid for by the United States.

According to the Auditor's report, (Rec., p. 48,) the government has paid for 559 sticks of oak, beech and maple, 30 feet long, while King testifies that there were used in the ten cribs that were completed and put down ..... 490 sticks,
and in five cribs not completed ..... 200 "

Making ..... 690 "

being 131 more than have been paid for. The estimate of the engineer board for this work (Doc. 1, Pt. 2, p. 182, 2d sess. 33d Con.) makes the number of sticks required 51 for each crib, or 510 sticks in ten; but King, who constructed them, put in less. These sticks were taken from the boom containing Wormer's rejected timber, but he had sold some of that timber to one O'Leary, who brought an action against King, and recovered the value of (62 or 52, less 4) 58 or 48 sticks, and for these sticks the government does not owe Wormer. Deducting these, there remain 131 less 48 = 83 sticks, to which add 12 sticks cut into 20 feet lengths, (King, Rec., p. 55,) *making* 95 *sticks*, and the account for this item stands thus:

95 sticks of beech and maple, 30 feet long and 11 × 12 inches square, at $12 per 1,000, or $3 96 per stick, $376 20.

4th ITEM.—30 *sticks of oak*, 28 *feet long and* 14 *by* 14 *inches square, at* $25 *per* 1,000, $222 70.

King's testimony is the only evidence in support of this item, and he says he used 12 sticks of 30 ft. timber and 8 sticks of 20 ft. But in the 3d item I have already allowed for all the 30 ft. timber used by King, *i. e.*, the whole 690 sticks, less the 559 already paid for and the 48 which Wormer had sold.

The remaining eight sticks of oak, 28 ft. long, were only 12 inches square, and contained each only (12 by 28) 336 feet, worth, at $25 per 1,000, $8 40, making for the eight sticks, $67 20.

With regard to the third and fourth items, it is true, King says he

used 172 sticks of *rejected* beech and maple, and 20 sticks of *rejected* oak, but by this we are to understand *unmarked* timber (see his deposition, Record, p. 55;) and it does not appear that all the government timber was marked, or if once marked, that the marks remained in 1854, when it was used.

5th ITEM.—55,000 *feet of pine plank*, 4 *by* 6 *inches*, *at* $13 *per thousand*, $715.

The evidence shows that the government received from Wormer and paid for (Rec., pp. 48, 49) 27,567 feet of pine plank, and used (Rec., p. 53) 18,000 feet of it in the piers; other portions of it were lost, or left to perish.

The quantity now charged and in dispute was some that arrived by lake, at Sodus, too late to be delivered, or even to get into the harbor, and was carried to Oswego, and put in the public boom, in the same way as was the oak timber.—(Miller, Rec., p. 15.)

There is some obscurity in the testimony about the quantity.

Miller being interrogated about a quantity of pine plank delivered on the pier at Oswego, says there were 55,000 feet of it. It came down to Oswego a few days after the oak, and for the same reason "it was taken to Little Sodus the next summer, and *then* in the government pier."

Van Valkenburgh (Wormer's agent) being interrogated about the pine plank delivered at Oswego, says there were from 50,000 to 80,000 feet; that some was used in the pier at Oswego, another part brought to Sodus and used in the pier at that place, and another portion, 28,000, placed on his land at Sodus, subject to the order of the government.

King, the government superintendent, says the entire quantity delivered at Sodus, including the 28,000 feet spoken of by Van Valkenburgh, did not exceed 60,000 feet, and was delivered at three different times, and was all deposited on Van Valkenburgh's land. Now supposing there was 60,000 feet in all, as King says—

There was delivered in August, 1853, and paid for, (Auditor, Rec., p. 48)	26,666	feet.
And in October, 1854, also paid for	901	"
Add the quantity in question	28,000	"
Making	55,567	"

which is as near 60,000 feet as an estimate might be expected to come.

There was, then, evidently but about 28,000 feet sent up from Oswego *in* 1854, and in regard to this quantity the testimony of Van Valkenburgh is explicit; he kept it, subject to the call of the government, till the winter, was informed that it would not be received, and sold as much as he could of it.—(Rec., p. 21.)

King, indeed, being questioned as to the pine plank delivered at Sodus, and speaking of *all* the plank, says Colonel Turnbull received it and put in his possession; and he also says that all the pine plank sent to Sodus by Wormer was deposited on Mr. Van Valkenburgh's land, thus apparently including the 28,000 feet which he himself told Van Valkenburgh the government would not take, and which he

suffered Van Valkenburgh to sell. But such, obviously, could not have been his meaning with regard to the 28,000 feet.

The liability of the United States to pay for the timber used is resisted on the ground that neither Colonel Turnbull nor any other officer or agent had authority to contract debts. He was furnished with money, and authorized to expend ,that money for a specified object. That was the extent of his authority, and he was expressly forbidden to transcend it. The authority to apply money to effect an object is entirely separate and distinct from an authority to take up goods or hire labor on credit.

6th ITEM.—*Duties paid on timber brought in from Canada*, $80.

The amount is not proved, nor that the timber on which duties were paid was *all* for the United States; nor does the claim rest on such ground as to require an answer.

7th AND 8th ITEMS.—*Retained percentage of payments made in August and October*, 1853, ($241 85 *and* $310 69,) $552 54.

These amounts were retained under the express provisions of the contract, and forfeited to the United States by its terms. No ground is shown for the recovery sought. except in the allegation that the forfeiture was waived by subsequently receiving the whole quantity of timber and other materials. But this allegation is not supported by the evidence, for the whole quantity was not delivered either of stone or plank. Moreover, the subsequent receipt of materials from Wormer was not under the contract; but, if purchases at all, purchases in open market because of the non-fulfilment of the contract.

8th ITEM.—*Interest.*

This item is ruled by the decision of this court in Todd's and Latham's cases.

JOHN D. McPHERSON,
Assistant Solicitor.

MAY 27, 1862.

IN THE COURT OF CLAIMS.—DECEMBER 8, 1862.

DANIEL WORMER *vs.* THE UNITED STATES.

CASEY, J., delivered the opinion of the court.

On the 19th of January, A. D. 1853, a contract was entered into between Colonel J. J. Abert, of the topographical engineers, on behalf of the United States, and the claimant, by which the latter agreed to deliver certain quantities and kinds of timber, lumber, iron, and stone at Sodus Bay, Cayuga county, New York, at such points as might be designated by the officer in charge of the work of improving the harbor at that place. All the materials were to be delivered between the 10th of May, 1853, and the 30th day of June, in the same

year. They were to be subject to measurement and inspection, and, if approved and received, were to be paid for at the prices stipulated in the contract, the government retaining ten per cent. out of intermediate payments until the contract should be fully complied with by the claimant.

The contract also contained this clause: "And in case of a failure to complete the contract, the amount of the retained ten per centum will be forfeited to the United States, in addition to and irrespective of any other penalty which may attach to the non-fulfilment of this contract." None of the materials were delivered within the time provided in the contract, and in consequence thereof the contract was declared forfeited and void. But under instructions from the War Department and the Topographical Bnreau, Colonel Turnbull was authorized to receive such materials from contractors as they could furnish when needed, at contract prices; but such deliveries were to be considered as purchases in open market, and not as fulfilment of the contracts. Accordingly, on the 13th of August, 1853, Mr. Wormer delivered materials amounting to two thousand four hundred and eighteen dollars and fifty-three cents, ($2,418 53,) from which was deducted two hundred and forty-one dollars and eighty-five cents, ($241 85,) being ten per centum of the bill, and the balance was paid to him about the same time.

On the 14th of October of the same year he delivered another lot of materials, amounting to the sum of three thousand one hundred and six dollars and ninety-nine cents, ($3,106 99,) from which the ten per centum, being three hundred and ten dollars and sixty-nine cents, ($310 69,) was likewise deducted.

This retained per centum on these two deliveries, amounting to five hundred and fifty-two dollars and fifty-four cents, constitutes one item in the plaintiff's claim. Its allowance is resisted on the part of the government because, under the terms of the contract, this retained per centum was absolutely forfeited by his failure to complete his part of the contract within the time provided by its terms. If the materials had been delivered under the contract, this objection would prevail. But we have already seen that such was not the case. The condition was broken and the contract forfeited before any delivery whatever was made; and these materials were received under a new contract or arrangement, not as deliveries under the written agreement, but as purchases made by Colonel Turnbull in open market, from the claimant, under his instructions from the War Department. The written contract was therefore abrogated, and was only to be referred to in order to fix the price of the materials purchased. The claimant was under no obligation any longer to deliver the whole or any part of the materials, nor the government to receive and pay for them. Whatever portion was received by the officer in charge of the work was a distinct and independent purchase in open market, and to be paid for by the government without reference to any other materials needed for the prosecution or completion of the work. These views show that there was no authority to retain this per centum on these deliveries, but that the whole price was due at the

time; and they also result in the conclusion that he is entitled to recover the amount in this case.

In the latter part of October, 1853, one or more vessels arrived at Sodus Bay freighted with timber for the claimant, but owing to the state of the weather and the condition of the harbor it was found impracticable to discharge the cargoes at that place. With the assent of Colonel Turnbull the vessels proceeded to Oswego, about twelve miles distant, and there the timber was unloaded and placed in the government boom. A storm occurring during the autumn or winter, the boom was broken and a portion of this timber was swept into the bay and lake; some of it was lost and another part recovered at considerable expense to the claimant. Mr. Wormer now claims to be paid for that which was lost, to the amount of seven hundred and fifty dollars, and one hundred dollars' expense incurred in saving the remainder.

That the claimant was permitted to discharge his vessels at Oswego, and place his timber in the government boom there, was doubtless intended for his accommodation and advantage. That it was measured and inspected before being placed there was probably that he might know the quantity and kind he had in the boom, and be able to identify it from that belonging to the government or other individuals. That it was not purchased by, or delivered to, the government is certain; for we find the claimant, when the boom is broken, gathering up the scattered timber as his own, and, what is still stronger, afterwards disposing of a quantity of it to other parties. There could be no delivery under the contract, for the contract was at an end. There could be no purchase until it was selected, delivered, and accepted by the government officer in charge of the work. There is nothing developed in the evidence upon which we could found such a conclusion, and the claim, so far it relates to this item, is disallowed.

Of the claim made for duty paid on timber brought from Canada it is only necessary to say that when the timber was imported it belonged to the claimant, and the property remained in him until it was sold and delivered to the United States, and as such was properly subject to duty. The merchant of New York or Boston who sells blankets or clothing to the government, which he has imported on his own account, would have as valid a claim for a return of the duties paid as the claimant presents in this case.

The evidence returned shows that in the summer of 1854 the government, in the prosecution of this work at Sodus Bay, used one hundred and seventy-two (172) pieces of beech and maple timber belonging to the claimant, the dimensions and value of which are given in the testimony; also twenty pieces of oak timber, and about twenty-seven thousand feet of pine plank. The witnesses for the claimant and the government substantially agree in regard to the quantities of each kind taken by the government, and all agree exactly as to the value or prices of the various kinds. The greatest discrepancy is in regard to the quantity of pine plank. Mr. Miller, who measured and inspected it at Oswego, in October, 1853, says there was fifty-five thousand feet, (55,000;) Mr. King says there was

about sixty thousand feet; Mr. Van Valkenburgh says there was from fifty to eighty thousand. The two latter are mere estimates. Mr. Miller spoke from actual measurement, and we adopt his statement, because, having actually measured the plank, he had better means of knowledge than either of the other gentlemen who testified. Of this quantity twenty-five thousand feet was placed on Mr. Van Valkenburgh's land, subject to the call of Turnbull. It was not needed for the work, and was not taken by the government. Viewing the relations of the claimant and the government as seller and purchaser only, without any contract existing between them, there was no obligation to receive any specific quantity, and the government was only bound to pay for what it did so receive and purchase; it is therefore clear that the government was not bound to pay for that which was left in Mr. Van Valkenburgh's charge. And so the matter appears to have been viewed by the claimant and his agent, Van Valkenburgh, who sold a part and kept the rest, subject to the order of the plaintiff. There remains, then, twenty-seven thousand feet received by the government, and for which we think the claimant is entitled to recover in this case.

Another objection has been interposed by the solicitor for the United States, which, if valid, would entirely defeat the plaintiff's claim. It is insisted that, under the instructions of the War Department, the officers in charge of the work were strictly enjoined from contracting any debt beyond the amount actually appropriated by Congress for the work ; that this appropriation was inadequate to its completion; and that before proceeding with it the department entered into an arrangement with the Lake Ontario, Auburn, and New York Railway Company to supply a deficiency of eighteen thousand four hundred and sixty-nine dollars ; that the appropriation made by Congress was expended in the payments made to claimant and others, and the railway company did not pay the amount stipulated, and not having received it the government is not liable to pay these claims, because the department's instructions to its officers not to create any debts upon the government.

The evidence shows that the department, before proceeding with the work, caused an estimate of its cost to be made, and entered into an arrangement with the railway company, which was interested in the completion of this improvement, to make up the deficiency between the estimate and the appropriation. The company having stipulated to do so, the government proceeded with the work upon its own plans, and under the direction of its own officers. It does not appear that this arrangement, or the instructions of the department to Colonel Turnbull, were ever communicated to the claimant, or that he even knew of them. But had he been fully apprised of them, could that have affected his right to recover in this case? In no aspect of the case could he have any claim against the company. Between him and it there was no privity. Its engagement was a special one, and with the government alone, and it alone could secure and enforce compliance with its terms. These were not to pay for work or materials, but to supply a certain amount of money to the

time; and they also result in the conclusion that he is entitled to recover the amount in this case.

In the latter part of October, 1853, one or more vessels arrived at Sodus Bay freighted with timber for the claimant, but owing to the state of the weather and the condition of the harbor it was found impracticable to discharge the cargoes at that place. With the assent of Colonel Turnbull the vessels proceeded to Oswego, about twelve miles distant, and there the timber was unloaded and placed in the government boom. A storm occurring during the autumn or winter, the boom was broken and a portion of this timber was swept into the bay and lake; some of it was lost and another part recovered at considerable expense to the claimant. Mr. Wormer now claims to be paid for that which was lost, to the amount of seven hundred and fifty dollars, and one hundred dollars' expense incurred in saving the remainder.

That the claimant was permitted to discharge his vessels at Oswego, and place his timber in the government boom there, was doubtless intended for his accommodation and advantage. That it was measured and inspected before being placed there was probably that he might know the quantity and kind he had in the boom, and be able to identify it from that belonging to the government or other individuals. That it was not purchased by, or delivered to, the government is certain; for we find the claimant, when the boom is broken, gathering up the scattered timber as his own, and, what is still stronger, afterwards disposing of a quantity of it to other parties. There could be no delivery under the contract, for the contract was at an end. There could be no purchase until it was selected, delivered, and accepted by the government officer in charge of the work. There is nothing developed in the evidence upon which we could found such a conclusion, and the claim, so far it relates to this item, is disallowed.

Of the claim made for duty paid on timber brought from Canada it is only necessary to say that when the timber was imported it belonged to the claimant, and the property remained in him until it was sold and delivered to the United States, and as such was properly subject to duty. The merchant of New York or Boston who sells blankets or clothing to the government, which he has imported on his own account, would have as valid a claim for a return of the duties paid as the claimant presents in this case.

The evidence returned shows that in the summer of 1854 the government, in the prosecution of this work at Sodus Bay, used one hundred and seventy-two (172) pieces of beech and maple timber belonging to the claimant, the dimensions and value of which are given in the testimony; also twenty pieces of oak timber, and about twenty-seven thousand feet of pine plank. The witnesses for the claimant and the government substantially agree in regard to the quantities of each kind taken by the government, and all agree exactly as to the value or prices of the various kinds. The greatest discrepancy is in regard to the quantity of pine plank. Mr. Miller, who measured and inspected it at Oswego, in October, 1853, says there was fifty-five thousand feet, (55,000;) Mr. King says there was

about sixty thousand feet; Mr. Van Valkenburgh says there was from fifty to eighty thousand. The two latter are mere estimates. Mr. Miller spoke from actual measurement, and we adopt his statement, because, having actually measured the plank, he had better means of knowledge than either of the other gentlemen who testified. Of this quantity twenty-five thousand feet was placed on Mr. Van Valkenburgh's land, subject to the call of Turnbull. It was not needed for the work, and was not taken by the government. Viewing the relations of the claimant and the government as seller and purchaser only, without any contract existing between them, there was no obligation to receive any specific quantity, and the government was only bound to pay for what it did so receive and purchase; it is therefore clear that the government was not bound to pay for that which was left in Mr. Van Valkenburgh's charge. And so the matter appears to have been viewed by the claimant and his agent, Van Valkenburgh, who sold a part and kept the rest, subject to the order of the plaintiff. There remains, then, twenty-seven thousand feet received by the government, and for which we think the claimant is entitled to recover in this case.

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The evidence shows that the department, before proceeding with the work, caused an estimate of its cost to be made, and entered into an arrangement with the railway company, which was interested in the completion of this improvement, to make up the deficiency between the estimate and the appropriation. The company having stipulated to do so, the government proceeded with the work upon its own plans, and under the direction of its own officers. It does not appear that this arrangement, or the instructions of the department to Colonel Turnbull, were ever communicated to the claimant, or that he even knew of them. But had he been fully apprised of them, could that have affected his right to recover in this case? In no aspect of the case could he have any claim against the company. Between him and it there was no privity. Its engagement was a special one, and with the government alone, and it alone could secure and enforce compliance with its terms. These were not to pay for work or materials, but to supply a certain amount of money to the

government for that purpose. Relying, doubtless, upon this engagement, the department proceeded as though the appropriation were sufficient to complete the work. The company, having failed to redeem its engagement, cannot discharge the government from its liability to pay for materials purchased on its own faith and credit for a public work constructed under authority of law. If an individual were to erect an expensive improvement on his own land, under a promise from an adjoining owner that, in consideration of the convenience or advantage to him, and the appreciation of his property thereby, he would bear a certain proportion of the expense, it could not be contended that such an arrangement would relieve the builder from the payment of the workmen he employed and the materials he purchased to the extent of the promised aid. It would be for him, and not for those with whom he dealt, to enforce compliance with the promise. Nor can we perceive that this case differs in principle from that supposed. The government, through its legally constituted agents, purchased the materials from the claimant, and he can look to it alone for payment. If the United States have any claim against the railway company, that is to be enforced by a suit between the proper parties.

The claim for interest under the well-settled usage of the government, the absence of any act of Congress allowing it, and the decisions of this court in Todd's, Latham's, and other cases, cannot be allowed.

We therefore state what, in our opinion, the claimant is entitled to recover, as follows :

Ten per centum retained	$552 54
172 sticks beech and maple, 11 × 12, 30 feet long, at $12 per M	681 12
12 sticks oak, 13 × 13, 30 feet long, at $25 per M	126 50
8 sticks oak, 12 × 12, 28 feet long, at $25 per M	67 20
27,000 feet pine plank, at $13 per M	351 00
	1,778 36

We therefore find that the claimant is entitled to relief, and direct a bill to be reported to Congress in his favor for the sum of one thousand seven hundred and seventy-eight dollars and thirty-six cents, ($1,778 36.)

NOTE.—Hughes, J., was absent at the argument of the cause, and took no part in the decision of it.

37TH CONGRESS, 3d Session. } HOUSE OF REPRESENTATIVES. { REPORT C. C. No. 295.

DARIUS S. COLE.

[To accompany bill H. R. C. C. 115.]

DECEMBER 23, 1862.—Ordered to be printed.

The COURT OF CLAIMS made the following

REPORT.

To the honorable the Senate and House of Representatives of the United States in Congress assembled:

The Court of Claims respectfully present the following documents as the report in the case of

DARIUS S. COLE vs. THE UNITED STATES.

1. The petition of the claimant.
2. Claimant's evidence—original.
3. Claimant's brief.
4. United States solicitor's brief.
5. Opinion of the court allowing claimant $2,224.
6. Bill for the relief of claimant.

By order of the Court of Claims.

In testimony whereof, I have hereunto set my hand and affixed the seal of said court, at Washington, this day of A. D. 186 .

[SEAL]

SAM'L H. HUNTINGTON,
Chief Clerk Court of Claims.

IN THE COURT OF CLAIMS.

DARIUS S. COLE *vs.* THE UNITED STATES.

To the honorable Judges of the Court of Claims:

Your petitioner, Darius S. Cole, a citizen of the United States, and resident of Fair Haven, Cayuga county, New York, respectfully represents to your honorable body—

That in the month of June, 1854, your petitioner entered into a verbal agreement with Colonel Will. Turnbull, of the topographical

engineers, in charge of the public works at Sodus Bay, Cayuga county, New York, to furnish certain timber, to be used in the construction of a pier therein, and for other purposes, and in pursuance thereof he did furnish the following materials at the prices annexed, which were received by those in charge of said works, viz: 399 sticks of timber, hemlock and hard timber, 20 feet long; 108 sticks of 30 feet long, amounting to 11,220 feet, at 20 cents per running foot, $2,224. To interest from day of till paid.

Your petitioner has demanded payment for said materials thus furnished from said Colonel Turnbull, but was informed by him that the appropriation was exhausted, and he could make no payment until another appropriation should be made by Congress.

Your petitioner has waited patiently, in the hope that the appropriation would be made; but thus far in vain. He therefore prays this honorable court will examine into said claim, and, if satisfied of the justice of it, will make the suitable report to Congress for its payment.

He has never received any part of said sum from the United States or from any other party; has not applied, except as above stated, to any department of government or to either house of Congress, and the whole is now due.

Your petitioner also declares that he is the sole owner of said claim.

DARIUS S. COLE.
JNO. M. McCALLA, *Attorney.*

DISTRICT OF COLUMBIA, *Washington county, to wit:*

On this 15th day of February, 1862, before me, the subscriber, a commissioner of the Court of Claims, personally appeared Darius S. Cole, and in due form of law made oath that the account, as above stated, is just and true, and that no part of the same has been paid, nor has any security or satisfaction been given, to the best of his knowledge and belief.

Given under my hand and official seal this 15th day of February, 1862.

[SEAL.] JOHN F. CALLAN,
Commissioner Court of Claims.

The United States to D. S. Cole, DR.

1854.

June —. To 399 sticks of hemlock and hard timber, 20 feet long; to 108 sticks of same, 30 feet long: amounting to 11,220 feet, at 20 cents per running foot $2,224

To interest from the day of , 1854, till paid.

The above timber was delivered at the public works at Little Sodus Bay, on Lake Ontario, by virtue of a verbal contract with Colonel

Turnbull, the engineer in charge, and received by the superintendent, and used in the construction of the pier at that bay.

The contractor applied to Colonel Turnbull on the spot, as soon as the timber was delivered, for payment, when he was informed by him that the appropriation for the work was exhausted, and nothing could be paid until another appropriation should be made by Congress. The contractor has never received any part thereof, and now presents the claim to the Bureau of Topographical Engineers for payment.

Respectfully,

D. S. COLE.
By JNO. M. McCALLA, *his Attorney.*

Colonel S. H. LONG,
Chief of Topographical Engineers.

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, February 27, 1862.

SIR: In reply to your letter of the 21st instant, transmitting the accounts of D. S. Cole, Wm. G. Brown, Daniel Wormer, and David King against the United States for materials alleged to have been furnished by them for the improvement of the harbor of Sodus Bay, Cayuga county, New York, I have to state that this bureau can furnish no information in regard to the claims, and even were the claims known to be just there are no means available for their payment.

Very respectfully, your obedient servant,

S. H. LONG,
Col. Corps Top. Eng's.

JOHN M. McCALLA, Esq.,
Washington, D. C.

IN THE COURT OF CLAIMS.

DARIUS S. COLE *vs.* THE UNITED STATES.

Testimony of David King for claimant, taken before John F. Callan, a commissioner of the Court of Claims.

DISTRICT OF COLUMBIA, *County of Washington, ss:*

On the 15th day of February, A. D. eighteen hundred and sixty-two, personally came David King, the witness within named, and after being first sworn to tell the truth, the whole truth, and nothing but the truth, the questions contained in the within deposition were written down by the commissioner in the presence of the witness, who then subscribed the deposition in the presence of the commissioner.

The adverse party was notified and did attend.

JOHN F. CALLAN,
Commissioner of the Court of Claims.

The deposition of David King, taken at the request of John M. McCalla, attorney for Darius S. Cole, before John F. Callan, a commissioner of the Court of Claims, to be used in the investigation of a claim against the United States, now pending in the Court of Claims in the name of Darius S. Cole *vs.* The United States.

First general interrogatory by the commissioner. Please to state your name, your occupation, your age, your place of residence the past year; whether you have any interest, direct or indirect, in the claim which is the subject of inquiry, and whether, and in what degree, you are related to the claimant?

Answer. My name is David King; my occupation, carpenter and joiner; my age is forty-nine years; my residence the past year, Sterling, Cayuga county, New York. I have no interest, direct or indirect, in the claim which is the subject of inquiry, and am in no degree related to the claimant.

First interrogatory by attorney for claimant. Have you examined the account presented by Darius S. Cole against the United States for timbers furnished by him, to be used in the construction of a pier for use of the government at Little Sodus Bay, Cayuga county, New York, in June, July, and August, 1854.

Answer. I have.

Interrogatory 2. Will you examine this account now presented by said Cole, and say whether or not the timber described therein—the description, quality, quantity, and price—are according to the contract and delivery?

Answer. It is.

Interrogatory 3. Were you present when the contract was made for the purchase and delivery of said timber; and if so, who was the person who made the contract?

Answer. I was present, and the contract was made with Colonel Turnbull, of the topographical engineers.

Interrogatory 4. State what was the price agreed upon between the parties to the contract.

Answer. Twenty cents a running foot.

Interrogatory 5. Will you state the circumstances which caused you to be present at the making of the contract and what occurred on that occasion?

Answer. When we commenced the work we had no twenty-foot timber, and Mr. Cole had timber, and was then at the mill, and Colonel Turnbull and Mr. Cole made a contract for twenty-foot timber, to use in the cribbing. Colonel Turnbull told me to keep an account of every stick of the timber I used, and I kept the account.

Interrogatory 6. Will you state whether there was any other length of timber received by you from Mr. Cole, to be used in said work?

Answer. Yes; there was one hundred and eight sticks thirty feet long.

Interrogatory 7. In what capacity were you acting under the orders of Colonel Turnbull?

Answer. As superintendent of the crib and pier work.

Interrogatory 8. Were you present when Mr. Cole applied to Colonel Turnbull for payment for the timber, and what was his answer?

Answer. I was. Colonel Turnbull replied that the appropriation was nearly exhausted; that he had only $123 of the appropriation on hand, which he must keep for incidental expenses, and Mr. Cole must wait for a further appropriation.

Cross-examined by Mr. McPherson, assistant solicitor, on account of the United States.

Cross-interrogatory 1. Did you keep an account of all the timber delivered by Mr. Cole; and have you referred to it recently to ascertain the quantity, or do you speak from memory?

Answer. I did keep an account of the lumber delivered by Mr. Cole, and I speak from an examination of my account and from memory also.

Cross-interrogatory 2. Was anything said in your presence by Colonel Turnbull or Mr. Cole respecting the railroad company making payment to Mr. Cole for the timber?

Answer. Nothing was so said in my presence.

Cross-interrogatory 3. What was the size of the timber furnished by Mr. Cole?

Answer. It was round timber, from 17 to 30 inches in diameter.

Cross-interrogatory 4. What kind of timber was it?

Answer. It was most of hemlock; some of beach and maple; a few pieces of button-ball timber; and some elm, and a few pieces of bass wood.

Cross-interrogatory 5. Was not twenty cents a high price for such timber in the rough?

Answer. If the timber had been all of one size down to seventeen inches I think it would have been a pretty high price, but the timber was so large that I think it was not out of the way much.

Cross-interrogatory 6. When was that contract with Mr. Cole made?

Answer. In June, 1854.

Cross-interrogatory 7. Had Mr. Cole that timber then on hand?

Answer. He had not it all on hand; he had a little on hand, I can't say how many sticks, but enough to commence with until he got a raft in.

Cross-interrogatory 8. How many sticks did Mr. Cole furnish of the twenty-foot timber?

Answer. Three hundred and ninety-nine sticks.

Cross-interrogatory 9. How did it happen that there was a sudden necessity for the purchase of that timber just when you were going to work, although preparations had been made and materials contracted for more than a year previous?

Answer. I do not know, except that Colonel Turnbull stated that no twenty-foot timber had been contracted for, owing to some mistake.

Cross-interrogatory 10. Why did you purchase thirty-foot timber from Mr. Cole when Mr. Wormer had furnished timber of that length?

Answer. I was compelled to have timber for levelling as thick as seventeen inches, and Mr. Wormer furnished none of that size. I also wanted twelve-inch timber to carry out equal courses, and that furnished by Mr. Wormer of full size had been exhausted.

Cross-interrogatory 11. When did Mr. Cole apply to Colonel Turnbull for his pay for the timber?

Answer. I think it was in the latter part of November, 1854.

Recalled by the counsel for the claimant he answered as follows:

Interrogatory 9. Was or not the large size of the timber an inducement to pay the twenty cents a running foot because the surplus timber sawed off could be used in the work?

Answer. It was. The plank sawed off was used for floats and for sinking the cribs, by placing stone upon them.

DAVID KING.

It is admitted by the counsel for the government that the account shown to Mr. King in interrogatory numbered two is the original petition of the claimant filed in the Court of Claims.

JOHN F. CALLAN,
Commissioner of the Court of Claims.

UNITED STATES COURT OF CLAIMS.

In the matter of petition of Darius S. Cole for payment of demand upon contract for timber made with Colonel William Turnbull, United States topographical engineer.

On this 24th day of September, A. D. 1862, personally came Charles McIntyre, a resident of the town of Sterling, in the county of Cayuga and State of New York, before me, Henry H. Bostwick, a commissioner of the United States Court of Claims, at my office in the county of Cayuga and State of New York, in the city of Auburn, who, being by me duly sworn according to law, deposes and answers the following questions, as will appear by the several answers thereto and thereunder written:

Question. Where did you reside in the year 1854?

Answer. I then resided in Sterling, and still reside there.

Question. Were you at that time acquainted with Darius S. Cole, of Sterling?

Answer. I was.

Question. Were you at that time acquainted with Colonel William Turnbull, topographical engineer in charge of the public works at Sodus Bay, Cayuga county, New York?

Answer. I was.

Question. Do you know of Colonel Turnbull having made a con-

tract with Darius S. Cole for the purchase from said Cole of a quantity of timber to be used in the construction of a pier at Sodus Bay in the year 1854?

Answer. I do.

Question. Were you present at the time of the agreement for the purchase of said timber made between Colonel Turnbull and Darius S. Cole?

Answer. I was.

Question. What was the price agreed upon for said timber?

Answer. It was twenty cents per foot, cubic measure.

Question. Did you deliver a portion of the timber for Mr. Cole to the superintendent in charge of said pier?

Answer. I did, and he accepted it, and placed it in the government boom.

Question. Did a Mr. Blye also deliver timber on the said agreement?

Answer. Timber was delivered by Mr. Blye, which I then understood from David King, superintendent in charge of the pier, was upon that agreement.

Question. What is your age?

Answer. Fifty-seven years.

CHS. McINTYRE.

Attest: HENRY H. BOSTWICK,
Commissioner of the U. S. Court of Claims.

STATE OF NEW YORK, }
County of Cayuga, } *ss:*

On this 24th day of September, A. D. 1862, personally came Charles McIntyre, the witness within named, and after having been first sworn to tell the truth, the whole truth, and nothing but the truth, the questions contained in the within deposition were written down by the commissioner in the presence of the witness, and then proposed by him to the witness, and the answers thereto were written down by the commissioner in the presence of the witness, who then subscribed the deposition in the presence of the commissioner. The deposition of Charles McIntyre, taken at the request of Darius S. Cole, to be used in the investigation of a claim against the United States now pending in the Court of Claims in the name of Darius S. Cole. The adverse party was notified, did not attend, and did not object.

HENRY H. BOSTWICK,
Com'r of the U. S. Court of Claims in and for the City of Auburn, County of Cayuga and State of New York.

Fees of witness, $4 50; travel, $3; attendance, $1; commissioner's fees, $3.

The deposition of Charles McIntyre, taken at the request of Darius S. Cole, to be used in the investigation of a claim against the United States now pending in the Court of Claims in the name of Darius S. Cole.

The adverse party was notified, did attend, and did not object.

STATE OF NEW YORK, *County of Oswego, ss:*

On this 24th day of October, A. D. 1862, personally came Charles McIntyre, the witness within named, and after having been first sworn to tell the truth. the whole truth, and nothing but the truth, the questions contained in the within deposition were written down by the commissioner and then proposed by him to the witness, and the answers thereto were written down by the commissioner in the presence of the witness, who then subscribed the deposition in the presence of the commissioner.

1st interrogatory. What is your name, occupation, and age, and what has been your place of residence for the past year?

Answer. My name is Charles McIntyre; by occupation a farmer; aged fifty-seven years; and have resided for the past year in Sterling, Cayuga county, New York.

2d interrogatory. Have you any interest, direct or indirect, in the claim which is the subject of this inquiry?

Answer. I have not.

3d interrogatory. Are you related in any degree to the claimant?

Answer. I am not.

Cross-interrogatories proposed in writing by J. D. McPherson, assistant solicitor for the United States.

1st cross-interrogatory. If you were present when the contract was made by Colonel Turnbull with the claimant, state whether anything was said, and what was said, as to the source from which payment was to come, and particularly whether it was mentioned that Congress had not made a sufficient appropriation to pay for the lumber, and that Lake Ontario, Auburn and New York Railroad Company would provide or had provided means to pay for it. State fully all that was said upon this point.

Answer. I heard nothing said at the time as to the source from which payment was to come. I think Colonel Turnbull told Cole he would have to wait a spell.

2d cross-interrogatory. State, if you have not already done so, the quantity of lumber you furnished Mr. Cole for the use of the harbor improvement; at what price; where delivered; and did you or he take the risk of inspection; that is, were you to be paid whether it should be received by Colonel Turnbull or not; and were you to be paid before or after inspection.

Answer. I cannot tell the exact quantity I furnished Mr. Cole. I cannot remember what price Mr. Cole was to pay me for the lumber for the harbor improvement. The lumber was delivered by order of Colonel Turnbull to Mr. King at Little Sodus Bay, inside the govern-

ment boom. I took no risk of inspection. I was paid for the lumber by Mr. Cole before it was delivered.

3d cross-interrogatory. What became of the timber after it was delivered by you; was all of it, or what part of it was used in the pier?

Answer. I do not know what became of it. I do not know whether it was used in the pier or not. I know I cut and furnished it for that purpose.

4th cross-interrogatory. Do you know of any other matter relative to the claim in question?

Answer. I do not.

CHARLES McINTYRE.
E. N. RATHBUN, *Commissioner.*

The deposition of Edmund Blythe, taken at the request of Darius S. Cole, to be used in the investigation of a claim against the United States now pending in the Court of Claims, in the name of Darius S. Cole.

The adverse party was notified, did attend, and did not object.

STATE OF NEW YORK,
County of Oswego, ss:

On this 24th day of October, A. D. 1862, personally came Edmund Blythe, the witness within named, and after having been first sworn to tell the truth, the whole truth, and nothing but the truth, the questions contained in the within deposition were written down by the commissioner in the presence of the witness, who then subscribed the deposition in the presence of the commissioner.

1st interrogatory. What is your name, occupation, age, and what has been your place of residence for the past year?

Answer. My name is Edmund Blythe; by occupation a farmer; aged 29 years; I have resided for the past year in Sterling, Cayuga county, New York.

2d interrogatory. Have you any interest, direct or indirect, in the claim which is the subject of this inquiry?

Answer. I have not.

3d interrogatory. Are you related in any degree to the claimant?

Answer. I am not.

4th interrogatory. In the negotiation between you and Mr. Cole for the delivery of timber or on any other occasion was anything said by him as to the source from which payment was to be made, and particularly did you ever understand from him that the timber was to be paid for by the Lake Ontario, Auburn and New York Railroad Company? State all that you heard from Mr. Cole on this subject.

Answer. Nothing was said by Mr. Cole as to the source from which payment was to come. I did not understand from him that the timber was to be paid for by the Lake Ontario, Auburn and New York Railroad Company. Mr. Cole paid me for getting the timber out.

5th interrogatory. State, if you have not already done so, the quantity of lumber you furnished Mr. Cole for the use of the harbor improvement, at what price, where delivered, and did you or he take the risk of inspection; that is, were you to be paid whether it should be received by Colonel Turnbull or not? And were you to be paid before or after inspection?

Answer. I cannot now tell the quantity; I do not remember the price; I delivered to Mr. King at Little Sodus, inside the government boom. There was no understanding between Cole and myself as to the risk of inspection. He paid me for it before I delivered it.

6th interrogatory. What became of the timber after it was delivered by you? Was all of it, or what part of it was used in the pier?

Answer. I do not know what became of it. I do not know what use it was put to.

7th interrogatory. Do you know of any other matter relative to this claim?

Answer. I do not.

his
EDMUND + BLYTHE.
mark.
E. N. RATHBUN,
Commissioner.

Circular.

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, August 12, 1853.

SIR: The following is an explanation of the decision of the Secretary of War upon the various lake contracts:

Contracts not being fulfilled were void and forfeited; but, as an indulgence to the contractors, they could deliver materials (when wanted and as required) for which they would be paid at contract prices. Materials so delivered would be in the form of a purchase from contractors at contract prices. In default of such deliveries, the agent could purchase in open market from any one.

Respectfully, sir, your obedient servant,

J. J. ABERT,
Colonel Corps Topographical Engineers.

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, February 28, 1854.

SIR: I send you, herewith, a copy of the approved plan for Sodus bay, of Cayuga county, New York.

Upon this plan the honorable Secretary has made the following indorsement:

"The plan is approved only so far as the necessary work can be completed with the means at the disposal of the department, or sup-

plied by parties interested for their own benefit. No work will be undertaken that will require further appropriation by Congress to complete it, or to render it effective."

You will govern your operations accordingly.

Respectfully, sir, your obedient servant,

J. J. ABERT,
Colonel Corps Topographical Engineers.

Colonel W. TURNBULL,
Corps Topographical Engineers, Washington, D. C.

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, March 11, 1854.

SIR: I have received your letter of the 4th instant, desiring to be furnished with the working, (or detail) drawings, in reference to the plan for Sodus Bay, of Cayuga county.

These will be furnished to the superintending engineer, with such direction as a clear understanding of them shall be considered to require; but as they are not printed, we have not adequate office assistance to furnish copies of them to others.

For a better understanding of the rules which govern joint work of this kind, I send a copy of an order of the War Department of the 4th June, 1853.

The decision of the 25th February, communicated in my letter of the 28th February, would seem to make it necessary that adequate funds for the work should be raised, as only to that extent has the plan of the work been approved.

The estimate is for	$28,469
The United States appropriation	10,000
Leaving a balance to be raised of	18,469

As the work cannot well commence until towards the middle of May, delay in the consideration of this matter will not be injurious.

Colonel Turnbull, the superintending engineer, is now here.

Respectfully, sir, your obedient servant,

J. J. ABERT,
Col. Corps Top. Eng's.

THOS. Y. HOW, Jr., Esq.,
Auburn, N. Y.

WAR DEPARTMENT,
Washington, June 4, 1853.

In every case where money is furnished by a State, city, association, or individuals, in order that the same may be expended in the further prosecution of a work of harbor or river improvement to which Congress has given its sanction by a special appropriation, and

it shall be requested by the authorities or persons having charge of such money that the officers of engineers in charge of such work shall be allowed to continue the operations in conformity with the plans and designs adopted by the War Department to the extent the money so provided will permit, the officers of engineers (or other agent of the general government) may be instructed to comply with the request under the following conditions:

1. The officer or agent is to have no connexion with, nor responsibility for, the disbursement of the money so furnished, further than that he may give, from time to time, in compliance with any bargain or contract under such provision of money, a statement of the amount of work done or materials supplied.

2. It must be perfectly understood by the authorities or persons supplying money in such case that the direction or supervision by the government officer or agent of the operations so carried on is not to constitute nor to imply any claim, or shadow of claim, on Congress for reimbursement, nor is to be considered as pledging the general government to any support of that particular work or improvement beyond that already given by Congress.

JEFFERSON DAVIS,
Secretary of War.

AUBURN, *March* 18, 1854.

SIR: I have received yours of the 11th instant, with a copy of the order of the War Department of the 4th June, 1853, in relation to the furnishing of money by a State, city, association, or individuals, for the further prosecution of a work of river and harbor improvements, &c.

The Lake Ontario, Auburn and New York Railroad Company have raised the sum of $18,469, the balance mentioned in your letter required over and above the appropriation of $10,000, and the same is ready for use under the order referred to.

Will you do me the favor to state the amount that has been paid out of the appropriation of $10,000 for materials delivered under contract at Sodus bay, Cayuga county, with the several quantities of each kind of materials delivered?

Under the law of Congress the balance of this appropriation, on the expiration of two years from the date of the passage of the river and harbor act of 1852, will be beyond reach, unless it is placed in the hands of a disbursing officer before that time. As it is of vital importance to the interest of the railroad company under my charge that this harbor should be opened at the earliest practicable moment, I trust you will excuse the trouble I give you.

I am, very respectfully, your obedient servant,

THOS. Y. HOW, JR., *President.*

I take the liberty of enclosing a map showing the bay and the line of railroad laid down.

Col. J. J. ABERT, Topographical Engineers.

WASHINGTON, *April* 25, 1854.

SIR: The season being well advanced, I would respectfully recommend that the works should be resumed at such places under my direction as there are funds remaining to prosecute them with; and I also recommend that the former pay of the agents at the places where work is resumed be restored to them.

Very respectfully, your obedient servant,

W. TURNBULL, *Bvt. Colonel.*

Col. J. J. ABERT, *Chief Top. Engineers.*

[Indorsed.]

WASHINGTON, *April* 25, 1854.

Colonel W. Turnbull recommends that the works under his direction, at such places as there are funds to prosecute them, be resumed, and also that the former pay of the agents at those places be restored to them.

Respectfully submitted.

J. J. ABERT,
Colonel Corps T. E.

April 25, 1854.

Approved:

JEFF'N DAVIS,
Secretary of War.

W. D., April 27, 1854.

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, April 28, 1854.

SIR: The honorable Secretary having approved of your proposals in reference to the renewing of the lake works of your command, and in reference to restoration to their former compensations of certain agencies, you will repair, as soon as practicable, to Oswego, to take the direction of these works as heretofore.

It is expected that you will be at Oswego by the 10th of May.

Respectfully, sir, your ob't serv't,

J. J. ABERT, *Col. Corps T. E.*

Major W. TURNBULL,
Corps Top'l Eng'rs, Bvt. Lt. Col. U. S. A., Washington, D. C.

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, May 26, 1854.

SIR: The enclosed letter from the agent, Staniford, coming open to the office was read by me. As the appropriation for that place is exhausted, there can be no work done there; and no doubt Staniford is under some mistake.

On no account will you permit debts to accumulate, but will keep expenditures rigidly within the limits of appropriations.

Respectfully, sir, your ob't serv't,

J. J. ABERT, *Col. Corps T. E.*

Bvt. Col. W. TURNBULL,
Corps Topographical Engineers, Oswego, N. Y.

[Extract]

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, July 28, 1854.

SIR:

* * * * * * * *

"Above all, in all cases, avoid, without previous report and orders, the incurring of debt on the part of the U. S."

Respectfully, sir, your ob't serv't,

J. J. ABERT, *Col. Corps T. E.*

Col. W. TURNBULL,
Corps T. Eng'rs, Oswego, N. Y.

IN THE COURT OF CLAIMS OF THE UNITED STATES.—No. 1864.

DARIUS S. COLE *vs.* THE UNITED STATES.

Claimant's brief.

This is a claim founded on a verbal contract between Mr. Cole and Colonel William Turnbull, topographical engineer, acting under the orders of the bureau at Washington, in constructing certain improvements at Little Sodus Bay, on Lake Ontario.—(See deposition of King, page 4.)

There is no ambiguity in the facts or law of the case. The contract stipulated for the delivery at a certain point of timber of given dimensions and number, at the price of twenty cents a running foot.

David King, the government superintendent of the work, proves every fact necessary to sustain the claim. He was present when the contract was made; received the timber by order of Colonel Turnbull, and kept an account of it as it was delivered; and was present when payment was demanded and refused by Colonel Turnbull, because the appropriation of Congress for the work was exhausted.—(See Record, pages 4 and 5.)

The contract is also proved by McIntyre, who sold a part of the timber to Cole to fill his contract with Colonel Turnbull.—(See page 7.)

Blythe also proves that he sold some of the timber to Cole for the same purpose, and delivered it to King at Little Sodus Bay, by order of Colonel Turnbull.—(See pages 9 and 10.)

Payment was demanded of Colonel Turnbull on November 22, 1854, and declined because of no funds, the appropriation being exhausted, and the same or a similar one was made by Colonel Long, chief of the bureau.—(See page 2.)

As this is a case where, if ever, interest should be allowed, because a proper demand having been made and "no funds" replied, I hope the court will recommend its allowance by Congress.

JOHN M. McCALLA,
Counsel for Claimant.

IN THE COURT OF CLAIMS.—No. 1864.

DARIUS S. COLE *vs.* THE UNITED STATES.

Brief of the United States.

This is a suit to recover the value of certain timber furnished for the harbor works at Little Sodus bay, New York, in the year 1854, and for interest upon the amount due.

The material allegations in the petition are—

1. That Major William Turnbull, of the corps of topographical engineers, was placed in charge of the harbor works aforesaid by the War Department.

2. That he was authorized to purchase materials for the work.

3. That he did purchase from the claimant timber of the quantity of 11,220 running feet, to the value of $2,224, and the timber was delivered to him.

The evidence proves that Major Turnbull, an officer of the corps of topographical engineers, superintending engineer of the harbor works, duly appointed by the War Department, did purchase from the claimant the quantity of timber stated in the petition, at the price therein stated, and the delivery of the timber; *but the evidence does not prove, and the solicitor for the United States denies*, that Major Turnbull had authority to contract any debts whatever for materials or labor in the prosecution of the work.

The only fact relied on by the claimant to prove the authority of Major Turnbull to purchase materials on the credit of the United States is, simply, that he was superintending engineer of the works, and made purchases of materials; but it is submitted that no such authority as that contended for can be inferred from this fact. Congress makes appropriations of public money, and it is the duty of the Executive, through subordinate officers, to expend such appropriations for the proper objects. It is not the practice of the government to construct works of public utility on credit, and any one who claims to have furnished materials for such a work on credit should show some authority of law for taking up such materials on credit. No such authority is pretended in this case.

Nor can it be said that Major Turnbull, having a general authority to purchase to the extent of the appropriation, and the extent of the appropriation being a fact exclusively within the knowledge of the defendants, the authority held out to the claimants was a general authority to purchase; for Major Turnbull stated, in substance, to the claimant, when ordering the timber, that he had not money to pay for it—*i. e.*, he "told Cole he would have to wait a spell."—(McIntyre's answer to 1st cross-interrogatory; Rec., p. 8.) This was sufficient to put the claimant upon inquiry, and had he inquired he would have found that the appropriation, and with it Major Turnbull's authority

to purchase, was exhausted.—(King's answer to interrogatory 8; Record, p. 5.)

As to interest, if the United States were liable at all, interest can run only from the time when the government is in default. It is not the duty of the government, as of a private person, to seek its creditor and tender payment, for by law all demands against the United States must be presented at the treasury.—(Act of 1817, chap. 45, sec. 2, 3 Stat., 366.) This demand has never been presented at the treasury, and was not presented to the department till the 21st of February, 1862. It is submitted that the United States are not in default; or, if now in default, that they were not in default until February 27, 1862, and interest cannot commence to run prior to this last date.

But the United States are not liable to pay interest at all upon claims of this kind, the demand for interest not being based upon usage, or statutory provisions, or on express contract to pay interest.—(See Todd s case in this court.)

JOHN D. McPHERSON,
Assistant Solicitor.

IN THE COURT OF CLAIMS.

Monday, December 15, 1862.

DARIUS S. COLE *vs.* THE UNITED STATES.

HUGHES, J., delivered the opinion of the Court.

This is a claim for compensation for materials sold and delivered to the United States at a stated price by the plaintiff in 1854, to be used in the construction of a pier at Sodus bay, Cayuga county, New York. The account of the petitioner, annexed to his petition, is to be found at page 2 of the printed record.

The account is fully proved, and we are satisfied the claim is just.—(See depositions.) The only objection urged on the part of the United States is, that the officer in charge of the work had no authority to bind the government by a purchase of materials beyond his ability to pay out of the then existing appropriation.

The claim is for materials delivered and actually appropriated by the government. The contract is executed. We do not find any facts in the testimony to warrant us in rejecting such a claim for want of authority in the officer making the purchase.

Interest is claimed. My own opinion is, that it is recoverable; but I am not, as to that, sustained by the opinions of my brethren of the court. The judgment, therefore, will be for the sum due without interest.

It is the opinion of the court that the plaintiff ought to recover the sum of two thousand two hundred and twenty-four dollars; and that a bill to that effect be accordingly reported to Congress.

37TH CONGRESS, 3d Session. } HOUSE OF REPRESENTATIVES. { REP. C. C. No. 296.

WILLIAM G. BROWN.

[To accompany H. R. C. C. No. 116.]

DECEMBER 23, 1862.—Ordered to be printed.

The COURT OF CLAIMS made the following

REPORT.

To the honorable the Senate and House of Representatives of the United States in Congress assembled:

The Court of Claims respectfully presents the following documents as the report in the case of

WILLIAM G. BROWN vs. THE UNITED STATES.

1. The petition of the claimant.
2. Original evidence of claimant.
3. Claimant's brief.
4. United States deputy solicitor's brief.
5. Opinion of the court allowing claimant $99.
6. Bill for the relief of claimant.

By order of the Court of Claims.

In testimony whereof, I have hereunto set my hand and affixed the seal of said court, at Washington, this —— day of ———, A. D. 185–.

[L. S.]

SAM'L H. HUNTINGTON,
Chief Clerk Court of Claims.

IN THE COURT OF CLAIMS.

WILLIAM G. BROWN *vs.* THE UNITED STATES.

To the honorable the Court of Claims:

The petition of William G. Brown respectfully showeth: That he is a citizen of the United States, a resident of Wayne county, State of New York; that in the months of February and March, 1853, he entered into an agreement with a certain Daniel Wormer, of the city of Albany, New York, who was at that time contractor with the government of

the United States, through the Engineer bureau, for furnishing materials to be used in the construction of a pier at Little Sodus Bay, Cayuga county, State of New York, and did deliver on account of said agreement two hundred and twenty-five cords of good solid stone, 128 cubic feet to the cord, to be the property of said contractor when accepted by the government and paid for; that the above-named stone were of fine size, and quite easy of access by scows and boats at all times when work could be progressed with at the proposed public works; that they were at a shorter distance from the site of the proposed pier than other stone delivered and accepted on the same contract from other persons; being less than half a mile off, while the other stone was from one mile to two and a quarter miles off; that scows could be poled to and from your petitioner's material at all times, while the other stone delivered as above could be reached only by rowing, and was inaccessible in windy weather.

Your petitioner further represents the said stone thus delivered by him was not, at the time of delivery, received by the government official for the alleged reasons that it was not delivered at the place designated, and was not easy of access by scows.

Your petitioner avers that the government official failed when called on by him, or by the contractor above named, to designate a place for the delivery of said stone; and even after its delivery failed to examine the situation where it was deposited, by which he would have seen indisputably the superior advantages of its location. By his said failure great injury was inflicted on your petitioner, as well as to the contractor and the government itself. In proof of the truth of said statement, your petitioner states that said official at a subsequent period, being convinced he had been misinformed as to the position of the said stone, and that it was essential to the safety of the pier and the prosecution of the work, did order it to be taken for said purpose, and that the government must pay for the same. The stone was of large size, and of quality superior to that delivered by other parties for said work, and had been drawn on the ice across Blind Sodus bay in the winter to the vicinity of the pier, and could be conveyed thus only in winter, where he was prepared to deliver it at any point designated, but the official of the government refused to perform said duty as above stated.

Your petitioner further states that he did, in conjunction with one Davis Lownsbury, furnish, on the said contract, a quantity of timber to be used in said works, viz: 18 sticks of hewn beech and maple timber, 12 inches square, and 14 inches square and 30 feet long; that of said timber 8 sticks were at their delivery rejected, but were afterwards taken by proper authority and used in said works.

Your petitioner therefore claims of the defendants herein compensation for said stone thus at first rejected, but subsequently taken possession of, and for which he has received no compensation, the amount for which he contracted with said Wormer as government contractor, and which amounts as follows, as also for the 8 sticks of timber aforesaid, for which he has received no pay:

225 cords of stone, at $2 50 per cord	$562 50
8 sticks of timber hewn, 12 in. by 12 in., at $4 20	33 60
	596 10

Your petitioner further states that the reason why he has permitted this claim to remain so long unpresented to the government is, that he has remained in ignorance of the facts above stated in relation to the subsequent occupation of his materials and timber by government, after their first rejection by said official, until a very short time since; that as soon as he was informed of his rights, he took speedy steps to prosecute his claim, as he now does, through this honorable court.

Your petitioner declares that he is the sole owner of this claim; that he has never presented it for payment to any department of the government, nor to either house of Congress, nor has he received at any time any part of the sums thus alleged to be due him. He therefore prays this honorable court to examine into said claim, and recommend to Congress an appropriation for the payment to your petitioner of whatever amount may appear thereupon to be due him.

Your petitioner will state, in addition, that the contracts under which he delivered said stone and timber were verbal, and not written; and that, having been made with the contractor on condition of payment when received by the government and paid for, he had no right to demand pay of the contractor aforesaid, for the reason, as said contractor now declares, that he, said contractor, has never received pay for the same of the government, upon the allegation of the engineer in charge, Colonel Turnbull; that the appropriation for said work had been exhausted, and that nothing could be paid until a further appropriation by Congress for that purpose.

Your petitioner prays that interest may be allowed him upon said $596 10 from the time of the occupation of said property till paid.

WILLIAM G. BROWN.

WASHINGTON CITY, D. C.:

William G. Brown, being duly sworn, says that he is the petitioner above named; that the facts stated in the foregoing petition are true, to the best of his knowledge and belief.

WILLIAM G. BROWN.

DISTRICT OF COLUMBIA,
County of Washington, to wit:

I, John F. Callan, a commissioner of the Court of Claims, hereby certify that on the 15th day of February, 1862, before me personally appeared William G. Brown, who, in due form of law, swore that the within account against the United States is just and true, and that no part of the same has been paid, nor any security or satisfaction for the same given, to the best of his knowledge and belief.

Given under my hand and seal this 15th day of February, 1862, at the city of Washington, D. C.

JOHN F. CALLAN,
Com'r Court of Claims.

The United States to William G. Brown, Dr.

1853.		
March.	To 225 cords of stone to be used in the construction of a pier at Little Sodus Bay, on Lake Ontario, which stone was at first rejected by the government official, on account of the place where it was delivered, but afterwards was received and applied to said purpose, at $2 50 per cord	$562 50
	To 8 sticks of hewed timber, 30 ft. long, and 12 in. by 12 in., at $4 20	33 60
		596 10

WASHINGTON, *February* 20, 1862.

SIR: The above account is for materials which were delivered, as stated, at Little Sodus Bay, and were at the time rejected. Not having been informed until very recently that Colonel Turnbull had afterwards ordered that they should be used, no claim has been presented for their value until now. The claim is prepared for presentation to the Court of Claims, but propriety, as well as the rules of court, require its presentation first to the Bureau of Topographical Engineers, which I now perform. The materials were furnished by me as a subcontractor of Daniel Wormer, of Albany, N. Y.

Respectfully,

WILLIAM G. BROWN,
By JNO. M. McCALLA, *Att'y.*

To Colonel STEPHEN H. LONG,
Chief of the Topographical Engineers.

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, February 27, 1862.

SIR: In reply to your letter of the 21st instant, transmitting the accounts of D. S. Cole, William G. Brown, Daniel Wormer, and David King, against the United States, for materials alleged to have been furnished by them for the improvement of the harbor of Sodus bay, Cayuga county, New York, I have to state that this bureau can furnish no information in regard to the claims; and even were the claims known to be just, there are no means available for their payment.

Very respectfully, your obedient servant,

S. H. LONG,
Colonel Corps Topographical Engineers.

JOHN M. McCALLA, Esq.,
Washington, D. C.

IN THE COURT OF CLAIMS.

WILLIAM G. BROWN *vs.* THE UNITED STATES.

Testimony of David King, for claimant, taken before John F. Callan, a commissioner of the Court of claims.

DISTRICT OF COLUMBIA, *County of Washington, ss:*

On the 15th day of February, in the year of our Lord one thousand eight hundred and sixty-two, personally came David King, the witness within named, and after being first sworn to tell the truth, the whole truth, and nothing but the truth, the questions contained in the within deposition were written down by the commissioner in the presence of the witness, who then subscribed the deposition in the presence of the commissioner.

The adverse party was notified, and did attend.

JOHN F. CALLAN,
[L. S.] *Commissioner of the Court of Claims.*

The deposition of David King, taken at the request of William G. Brown, before John F. Callan, a commissioner of the Court of Claims, to be used in the investigation of a claim against the United States, now pending in the Court of Claims, in the name of William G. Brown *vs.* The United States.

First general interrogatory by the commissioner. Please to state your name, your occupation, your age, your place of residence the past year; whether you have any interest, direct or indirect, in the claim which is the subject of inquiry, and whether and in what degree you are related to the claimant.

Answer. My name is David King; my occupation, carpenter and joiner; my age is forty-nine years; my residence the past year, Sterling, Cayuga county, New York; I have no interest, direct nor indirect, in the claim which is the subject of inquiry, and am in no degree related to the claimant.

First interrogatory by William G. Brown, the complainant:

Interrogatory 1. Did you superintend the construction of the pier at Sodus bay, Cayuga county, New York, in charge of Colonel Turnbull, topographical engineer, United States, in the year 1854?

Answer. I did.

Interrogatory 2. Do you know William G. Brown who furnished a quantity of stone in the vicinity of that pier, on the shore of Lake Ontario?

Answer. I do.

Interrogatory 3. What was his business at that time, and where did he reside?

Answer. He was a farmer and surveyor, or civil engineer, and resided in the town of Wolcott, county of Wayne, State of New York.

Interrogatory 4. Where were these stones drawn from?

Answer. From William G. Brown's farm, a distance of from a mile to a mile and a half.

Interrogatory 5. Could those stones have been drawn to that place except over the ice on Blind Sodus bay?

Answer. Not very well.

Interrogatory 6. How far distant were those stones from the site of the pier under construction?

Answer. From five-eighths to three-quarters of a mile.

Interrogatory 7. Were they easy of access by the scows used in transportation to the pier?

Answer. They were.

Interrogatory 8. At what distance could the scows be placed. in relation to the stone, with the view of loading?

Answer. Within twenty or thirty feet.

Interrogatory 9. What was the state of the lake at that time?

Answer. At that time the lake was low.

Interrogatory 10. Was there good poling ground between the stone and the proposed pier?

Answer. There was.

Interrogatory 11. What was the average distance of other stone delivered for that pier from the pier?

Answer. About two miles.

Interrogatory 12. How many men, at what price, and how many of other stone furnished could be carried to the pier in a day; and could they be poled, or was it necessary to row the scows to and from them?

Answer. It took six men to a scow, at $1 25 per day each man, and one load, containing two cord, was carried in a day; the scows had to be rowed.

Interrogatory 13. Could the scows be rowed in windy weather?

Answer. Not very well.

Interrogatory 14. Was there times when you could not get these stones when you wanted them?

Answer. There was.

Interrogatory 15. What did you do in such an event?

Answer. We had to go behind the bluffs when the wind was very strong, and get into the water up to our armpits and pick the stone out of the water in the lake.

Interrogatory 16. Did Colonel Turnbull find you thus engaged upon his visit to the pier?

Answer. He did.

Interrogatory 17. What did he say or do?

Answer. He said it would not answer to have the men working in the water, and that I must go and measure Mr. Brown's stone, and use them; that they were nearer; and that he had been misinformed as to their location; and that the government would have to pay for them.

Interrogatory 18. Did you use any of those stones under order, and how many did you use?

Answer. I did use the stone—twenty-two scow-loads, each load containing about a cord and a half.

Interrogatory 19. Did you measure these stone by order of Colonel Turnbull, and how many were there?

Answer. I did measure them, and I made one hundred and eighty-five cords.

Interrogatory 20. Will you state any cause whereby these stones were wasted after they were deposited?

Answer. Ice-banks must have formed against them, and in thawing some of them might have been carried away.

Interrogatory 21. Do you recollect that the pile of stone next to the lake was regular, or if the stone were thrown down and scattered?

Answer. The pile was sloping from the top, and not square up.

Interrogatory 22. How long were these stone there before they were used by the government?

Answer. I think the stone was delivered in 1852 or 1853.

Interrogatory 23. How many of these stone could you take to the pier in a day?

Answer. We could move four cords and a half of them in a day, with one scow.

Interrogatory 24. What was the relative value of this stone, compared with other stone delivered on the same contract?

Answer. This stone was worth one dollar, at least, on the cord more than other stone delivered on the same contract.

(The interrogatory above and answer objected to by the counsel for the government.)

Interrogatory 25. When did you first inform the claimant, Mr. Brown, that you used these stone?

Answer. A little over a month ago.

Interrogatory 26. Were you sued for timber taken to be used in that pier?

Answer. I was.

Interrogatory 27. Did you yourself enjoin upon hands in your employ to keep secret the fact that you had used the stone; and what were your reasons?

Answer. Because I did not want to be made personally liable. A year afterwards I told my hands to say nothing about removing the stone.

Interrogatory 28. In the construction of the pier did you use timber that was not accepted; how much of such of thirty feet, beach or maple?

Answer. I used a hundred and seventy-two sticks, and I might have used a dozen sticks more; thirty feet timber cut in two, and used twenty feet of them.

Interrogatory 29. Was the place where these stone were located one of common resort, or rarely visited by any one?

Answer. It was rarely visited by any one.

Cross-examined by Mr. McPherson, assistant solicitor, on part of the United States.

Cross-interrogatory 1. Were any efforts made to conceal the taking of the stone until after the suit respecting the lumber. and about a year after the stone was taken?

Answer. No.

Cross-interrogatory 2. What could such stone have been bought for, delivered on the lake or bay shore at convenient points, at that time?

Answer. Stone were bought for the pier at two dollars and fifty cents a cord; such as Mr. Brown delivered could have been bought for from three dollars to three dollars and a half.

Cross-interrogatory 3. Did Colonel Turnbull direct you to measure the whole pile of the stone, or only such as you should take?

Answer. He ordered me to go and measure the stone and use them in the pier.

Cross-interrogatory 4. When was that direction given?

Answer. I think it was in September, 1854.

Cross-interrogatory 5. Why did you use so small a quantity of the stone?

Answer. Whenever we could we got the stone from up the bay, and when we could not we got them from Mr. Brown's place.

Cross-interrogatory 6. What has become of the remainder of the stone?

Answer. They remain where they were deposited.

Cross-interrogatory 7. Were you left in charge of the public property by Colonel Turnbull, and have you exercised any control over these stone since you ceased using from that pile?

Answer. I was left in charge of all the property the next season; the sand was washed from under these stone and they sunk out of sight this was caused by high water; of course I exercised no control of these stone afterwards.

Recalled by Mr. Brown.

The witness answered as follows:

Interrogatory 1. Was the pier completed, or only a portion of it?

Answer. It was not completed, only three hundred feet of it was finished.

Interrogatory 2. Why did you take stone from the bay shores after you had commenced to use these stone of Mr. Brown?

Answer. Because the men lived at the head of the bay, and we would load up early in the morning and come down with it when the wind was favorable.

DAVID KING.

Circular.

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, August 12, 1853.

SIR: The following is an explanation of the decision of the Secretary of War upon the various lake contracts:

Contracts not being fulfilled were void and forfeited; but, as an indulgence to the contractors, they could deliver materials (when wanted and as required) for which they would be paid at contract prices. Materials so delivered would be in the form of a purchase from contractors at contract prices. In default of such deliveries, the agent could purchase in open market from any one.

Respectfully, sir, your obedient servant,

J. J. ABERT,
Colonel Corps Topographical Engineers.

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, February 28, 1854.

SIR: I send you, herewith, a copy of the approved plan for Sodus bay, of Cayuga county, New York.

Upon this plan the honorable Secretary has made the following indorsement:

"The plan is approved only so far as the necessary work can be completed with the means at the disposal of the department, or supplied by parties interested for their own benefit. No work will be undertaken that will require further appropriation by Congress to complete it, or to render it effective."

You will govern your operations accordingly.

Respectfully, sir, your obedient servant,

J. J. ABERT,
Colonel Corps Topographical Engineers.

Colonel W. TURNBULL,
Corps Topographical Engineers, Washington, D. C.

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, March 11, 1854.

SIR: I have received your letter of the 4th instant, desiring to be furnished with the working, (or detail drawings,) in reference to the plan for Sodus bay, of Cayuga county.

These will be furnished to the superintending engineer, with such direction as a clear understanding of them shall be considered to require; but as they are not printed, we have not adequate office assistance to furnish copies of them to others.

For a better understanding of the rules which govern joint work of this kind, I send a copy of an order of the War Department of the 4th June, 1853.

The decision of the 25th February, communicated in my letter of the 28th February, would seem to make it necessary that adequate funds for the work should be raised, as only to that extent has the plan of the work been approved.

The estimate is for	$28,469
The United States appropriation	10,000
Leaving a balance to be raised of	18,469

As the work cannot well commence until towards the middle of May, delay in the consideration of this matter will not be injurious. Colonel Turnbull, the superintending engineer, is now here.

Respectfully, sir, your obedient servant,

J. J. ABERT,
Col. Corps Top. Eng's.

THOS. Y. HOW, Jr., Esq.,
Auburn, N. Y.

WAR DEPARTMENT,
Washington, June 4, 1853.

In every case where money is furnished by a State, city, association, or individuals, in order that the same may be expended in the further prosecution of a work of harbor or river improvement to which Congress has given its sanction by a special appropriation, and it shall be requested by the authorities or persons having charge of such money that the officers of engineers in charge of such work shall be allowed to continue the operations in conformity with the plans and designs adopted by the War Department to the extent the money so provided will permit, the officers of engineers (or other agent of the general government) may be instructed to comply with the request under the following conditions:

1. The officer or agent is to have no connexion with, nor responsibility for, the disbursement of the money so furnished, further than that he may give, from time to time, in compliance with any bargain or contract under such provision of money, a statement of the amount of work done or materials supplied.

2. It must be perfectly understood by the authorities or persons supplying money in such case that the direction or supervision by the government officer or agent of the operations so carried on is not to constitute nor to imply any claim, or shadow of claim, on Congress for reimbursement, nor is to be considered as pledging the general government to any support of that particular work or improvement beyond that already given by Congress.

JEFFERSON DAVIS,
Secretary of War.

AUBURN, *March* 18, 1854.

SIR: I have received yours of the 11th instant, with a copy of the order of the War Department of the 4th June, 1853, in relation to the furnishing of money by a State, city, association, or individuals,

for the further prosecution of a work of river and harbor improvements, &c.

The Lake Ontario, Auburn and New York Railroad Company have raised the sum of $18,469, the balance mentioned in your letter required over and above the appropriation of $10,000, and the same is ready for use under the order referred to.

Will you do me the favor to state the amount that has been paid out of the appropriation of $10,000 for materials delivered under contract at Sodus bay, Cayuga county, with the several quantities of each kind of materials delivered?

Under the law of Congress the balance of this appropriation, on the expiration of two years from the date of the passage of the river and harbor act of 1852, will be beyond reach, unless it is placed in the hands of a disbursing officer before that time. As it is of vital importance to the interest of the railroad company under my charge that this harbor should be opened at the earliest practicable moment, I trust you will excuse the trouble I give you.

I am, very respectfully, your obedient servant,

THOS. Y. HOW, JR., *President.*

I take the liberty of enclosing a map showing the bay and the line of railroad laid down.

Col. J. J. ABERT, *Topographical Engineers.*

WASHINGTON, *April* 25, 1854.

SIR: The season being well advanced, I would respectfully recommend that the works should be resumed at such places under my direction as there are funds remaining to prosecute them with; and I also recommend that the former pay of the agents at the places where work is resumed be restored to them.

Very respectfully, your obedient servant,

W. TURNBULL, *Bvt. Colonel.*

Col. J. J. ABERT, *Chief Top. Engineers.*

[Indorsed.]

WASHINGTON, *April* 25, 1854.

Colonel W. Turnbull recommends that the works under his direction, at such places as there are funds to prosecute them, be resumed, and also that the former pay of the agents at those places be restored to them.

Respectfully submitted.

J. J. ABERT,
Colonel Corps T. E.

April 25, 1854.

Approved:

JEFF'N DAVIS,
Secretary of War.

W. D., April 27, 1854.

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, April 28, 1854.

SIR: The honorable Secretary having approved of your proposals in reference to the renewing of the lake works of your command, and in reference to restoration to their former compensations of certain agencies, you will repair, as soon as practicable, to Oswego, to take the direction of these works as heretofore.

It is expected that you will be at Oswego by the 10th of May.

Respectfully, sir, your ob't serv't,

J. J. ABERT, *Col. Corps T. E.*

Major W. TURNBULL,
Corps Top'l Eng'rs, Bvt. Lt. Col. U. S. A., Washington, D. C.

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, May 26, 1854.

SIR: The enclosed letter from the agent, Staniford, coming open to the office was read by me. As the appropriation for that place is exhausted, there can be no work done there; and no doubt Staniford is under some mistake.

On no account will you permit debts to accumulate, but will keep expenditures rigidly within the limits of appropriations.

Respectfully, sir, your ob't serv't,

J. J. ABERT, *Col. Corps T. E.*

Bvt. Col. W. TURNBULL,
Corps Topographical Engineers, Oswego, N. Y.

[Extract.]

BUREAU OF TOPOGRAPHICAL ENGINEERS,
Washington, July 28, 1854.

SIR:

* * * * * * * *

"Above all, in all cases, avoid, without previous report and orders, the incurring of debt on the part of the U. S."

Respectfully, sir, your ob't serv't,

J. J. ABERT, *Col. Corps T. E.*

Col. W. TURNBULL,
Corps T. Eng'rs, Oswego, N. Y.

UNITED STATES COURT OF CLAIMS.

WILLIAM G. BROWN *vs.* THE UNITED STATES.

Claimant's brief.

This is a claim for payment for two hundred and twenty-five cords of stone and eight sticks of timber delivered by Mr. Brown, at Little Sodus Bay, on Lake Ontario, in 1853, for the use of the government in constructing a pier in the bay. The work was under the supervision of Colonel Turnbull, of the topographical engineers. Daniel Wormer had contracted to furnish the stone and timber, and Mr. Brown furnished under that contract. The delivery of the stone was in the winter of 1852–1853, and because of the location of its delivery, it was rejected, without examination, by Colonel Turnbull himself, on the untrue statements of others; and Brown was informed by Wormer that he could not pay him for it. The stone remained on the shore of the bay, less than three-fourths of a mile from the pier, untouched, until 1854. In the meantime stone of an inferior quality was being brought, at great expense, a distance of two miles, and used on the work. Colonel Turnbull finding the men who loaded the scows at work in the water, declared that "it would not answer to have the men working in the water, and that I (King) must go and measure Mr. Brown's stone and use them; that they were nearer, and that he had been misinformed as to their location, and that the government would have to pay for them." Such is the answer of David King, the superintendent of the work at the pier, to the 17th interrogatory. See also answer to 7th cross-interrogatory.

Mr. King, in answer to 19th interrogatory, says he measured the stone accordingly, and found one hundred and eighty-five cords still there. From the form of the pile we have a right to infer there had been a falling into the water of a part before he measured it. He says, in reply to 20th and 21st interrogatories, that "ice-banks must have formed against them, and in thawing some of them might have been carried away;" and "the pile was sloping from the top, and not square up." Being on the edge of the water, if any fell from the pile it would be hidden by the water, and would not be included in such a measurement as that Mr. King executed.

Of this stone Mr. King used twenty-two scow loads; the remainder continued in his possession and under his control, by order of Colonel Turnbull, until, being undermined by high water, and the sand washed from under them, they disappeared.

The reason why he did not use more of them was, that while he could obtain stone from up the bay he took that, and only used Brown's when he could not get the former. In answer to the last interrogatory he says, in addition, it was "because the men lived at the head of the bay, and we could load up early in the morning and come down with it when the wind was favorable." The work being stopped by the advance of the season, and also for want of funds, no more of the stone were taken during that fall; and the work not being resumed, the remainder of the stone remained in Mr. King's control till submerged, as above stated.

QUESTIONS OF LAW IN THE CASE.

The claimant has not shown a contract with the government as a foundation for his claim for stone. It is true Colonel Turnbull acknowledges that the stone had been delivered for his use by his declaration of the reason why he rejected it. But as his statement says nothing of the amount to be delivered or the price to be given for it, the claimant must rely on a *quantum valebat* for the amount actually received by the government officials, and its value when possession was taken of it by Colonel Turnbull's order.

The superintendent of the work says he measured it, according to order, in September, 1854, and used from a pile afterwards according to circumstances. There were then one hundred and eighty-five cords in the pile. He says the stone was of superior quality to that obtained elsewhere. It was worth at least one dollar per cord more than the other. It was nearer the pier where it was to be used. It was easy of access. There was good poling ground for the scows. Each scow could convey four cords and a half a day by poling. The number of men required for that purpose is not stated; we presume not more than two or three at furthest.

On the other hand, the other stone had to be carried in scows which required six hands to row them, at a compensation of $1 25 per day each, and which carried only two cords per day.—(See answer to 12th interrogatory. According to the above data, the cost of transportation of the two articles was, for Brown's stone 94 cents per cord, and for the other stone $3 75 per cord, being largely more than the cost of material. Only one load per day could be transported in each scow in both cases.

Mr. King, in answer to 24th interrogatory, states that the material of Brown "was worth one dollar, at least, on the cord more than other stone delivered on the same contract." In answer to 2d cross-interrogatory, he says: "Stones were bought for the pier at two dollars and fifty cents per cord; such as Mr. Brown delivered could have been bought for from three dollars to three dollars and a half."

If we shall be allowed pay for two hundred and twenty-five cords which claimant has sworn he delivered under Wormer's contract, for which he was to be paid $2 50 each cord, he should receive $562 50. If that contract shall be considered as of no avail because of the decision, however erroneous, of Colonel Turnbull, then Brown should be allowed *the value* of the one hundred and eighty-five cords which were measured and taken possession of by Colonel Turnbull's order; and Mr. King, who acted under Colonel Turnbull's order, says the stone of Brown were worth at least one dollar per cord more than the other stone then used by him, which cost $2 50 per cord. At that price, that is, at three and a half dollars per cord, the one hundred and eighty-five cords will amount to $647 50.

It is evident from King's testimony that a portion of the stone, delivered by Brown in the early part of 1853, had disappeared prior to its measurement by King. It is accounted for by the operation of natural causes—the ice and storms of the winter through which it

had passed. If we shall be restricted to the terms of the contract with Wormer, then it follows that we should be allowed pay for the full amount delivered, and that all losses by such causes as above stated must fall on the government, they having been caused by the error of its agent, Colonel Turnbull.

The timber for which the claimant asks compensation was also at its first delivery rejected by the government agent, but was afterwards taken and used in the work. Mr. King says he thus used a dozen sticks of 30 feet timber, cut in two, and used 20 feet of them. As Brown claims only for eight sticks, the proof covers the claim.

There is no pretence of payment having been made. On the contrary, the proof is that no demand was made, because Brown did not know the appropriation of his stone had taken place until many years afterwards. He promptly presented his claim as soon as he learned the facts of the case. The evidence shows that an earlier application would have been useless, as the appropriation for that work was exhausted, and a new appropriation would be necessary before a payment could be made.

Application was made, however, in February, 1862, to the Chief of the Bureau of Topographical Engineers for payment, who replied, "no means available for their payment."—(See page 6 of the record.)

I have considered it unnecessary to quote legal authorities to show the responsibility of the government for the acts of its authorized agent in the business intrusted to him; nor that when private property is thus taken for public use the owner is entitled to prompt payment of its full value. It will not be a proper defence against the claim for interest to say that no demand was made at the time for payment. It is proven that Brown was designedly kept in ignorance of his rights, so far as a failure to inform him of them could do it, when it was in fact the duty of Colonel Turnbull to let him know that he had revoked his decision against receiving his material, thereby giving him the opportunity to present his claim. If the appropriation was made under the general principle of taking private property for public use, then it is more clear that he should have had it valued, and tendered compensation for it.

In either state of the case, both law and justice require the payment of interest on the amount allowed claimant for his materials, both stone and timber, from September, 1854, till paid.

JNO. M. McCALLA,
Counsel for Claimant.

IN THE COURT OF CLAIMS.

No. 1862.

WILLIAM G. BROWN *vs.* THE UNITED STATES.

There is no pretence of an express contract of Brown with the United States. Brown agreed to furnish certain materials to Daniel Wormer, who had a contract to deliver them to the United States,

the fulfilment of which agreement was made to depend on the acceptance of, and payment for, the materials by the government. He accordingly deposited on the shore of the lake a quantity of stone which Colonel Turnbull, the government officer in charge of the work, declined to receive because it was not delivered at the place designated in the contract; so that the contract became void; and the subsequent taking of the stone would entitle the claimant only to a *quantum meruit*, as for private property taken for public use, the amount of which (quantity and price not being previously fixed) depends on facts to be ascertained from evidence.

King, the only witness examined, testifies that he measured the pile of stone on shore, and found there were one hundred and eighty-five cords. The amount actually used he states to be "twenty-two scow-loads, each load containing about a cord and a half," making thirty-three cords, and the price to be paid (if anything is to be paid) should be the price then ruling in open market. No proof of the market price is offered.

No authority is shown to exist in the government official in charge of the work to contract liabilities beyond the appropriation by Congress. But the appropriation was already exhausted, and this claim therefore rests on the action of an officer acting without and against orders.

The claim for timber furnished is placed in a light similar to that for stone, and the same objections exist to the allowance of it, with this in addition, that, except the statement of the claimant in his petition, no evidence is introduced to show that the timber, for which payment is claimed, was used by the government. The testimony of King is only that he used timber of a description similar to that prepared and offered by Brown and Lownsbery, and rejected when offered; not that he used those eight sticks which were rejected by the government official.

The question of interest is governed by the decisions of this court in the cases of Todd and Latham.

RICHARD BATES,
Deputy Solicitor.

IN THE COURT OF CLAIMS.—MONDAY, DECEMBER 15, 1862.

WITLIAM G. BROWN *vs.* THE UNITED STATES.

HUGHES, J., delivered the opinion of the court.

The petition alleges that the claimant, *Brown*, made a contract with *Daniel Wormer*, who had engagements with the officer charged with the construction of a pier in Sodus bay to furnish materials for the same, to deliver some stone for that purpose, for which he was to be entitled to pay from Wormer, at the rate of two dollars and fifty cents per cord, whenever the stone was accepted by the officer of

the United States in charge, and payment therefor made to Wormer by him; that he did deliver two hundred and twenty-five cords of stone in pursuance of the contract; that the officer of the government refused to receive the stone so delivered of Wormer, alleging that the place of delivery was too far from the pier; that the officer afterwards directed his subordinate to measure this stone and use it, declaring that he had been misinformed as to the place where it was deposited; which was, in fact, more convenient than the place whence the stone used in the pier was obtained. The petition claims pay at the contract price for the stone delivered. There is also a claim in the petition for some sticks of timber furnished for the same work; but this was abandoned by the claimant's counsel, on the trial, in open court.

In support of this petition the deposition of David King, superintendent of the work under Colonel Turnbull, the officer in charge, is given in evidence.—(See printed record, p. 7.)

The allegations in the petition concerning a contract with Wormer, and the delivery of two hundred and twenty-five cords of stone under it, are not proved. Their truth appears to have been assumed in the examination of the witness, and in the briefs of the counsel, on both sides of the case, but the deposition contains no evidence on the subject. It is proved that the claimant had a pile of stone on the lake shore, which Colonel Turnbull directed King, the superintendent, to measure, saying that the government must pay for it; that King measured the pile, and found it to contain one hundred and eighty-five cords of stone; that the government actually took and used twenty-two scow loads, of a cord and a half each, from the pile, leaving the residue, which King says he has not exercised control over since. The witness fixes the value of the stone at from three dollars to three dollars and a half per cord.—(See King's deposition.)

Upon this state of facts we are of opinion that the claimant is entitled to be paid for the stone taken and actually used, and for no more. We find the quantity to be thirty-three cords, and the value three dollars per cord, amounting to ninety-nine dollars.

It is the judgment of the court that the claimant is entitled to recover ninety-nine dollars, and that a bill for his relief be reported to Congress accordingly.

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